



DAVID SANDERS, PH.D.
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place -- Los Angeles, California 90020
(213) 351-5602

April 5, 2005

Board of Supervisors
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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF A CONTRACT WITH REFUGIO PARA NINOS
FOSTER FAMILY AGENCY TO PROVIDE FOSTER CARE SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to execute the attached Foster Family Agency (FFA) agreement with Refugio Para Ninos (Refugio) for foster care services effective April 28, 2005 through August 31, 2006, contingent upon Refugio dismissing, with prejudice, its Petition for Writ of Mandate filed against the County and executing related settlement documents. The estimated FY 2004-05 cost for all FFA placement resources is \$141,600,000. These costs are financed using 58% State and federal funding (\$82,128,000) and 42% net County cost (\$59,472,000). These are Assistance costs which are included in the FY 2004-05 Adopted Budget.
2. Delegate authority to the Director of DCFS, or his designee, to extend the Agreement for up to six (6) additional months, September 1, 2006 through February 28, 2007, if necessary, to complete the solicitation of a new contract, after County Counsel and Chief Administrative Office (CAO) approvals; and instruct the Director of DCFS to notify your Board and the CAO in writing within ten workdays of executing the extension.

3. Authorize County Counsel to execute any necessary documents to effectuate the settlement and dismissal, with prejudice, of Refugio's Petition for Writ of Mandate filed against the County, in accordance with the terms described herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On January 25, 2005, your Board instructed DCFS to notify Refugio that their FFA Agreement would be terminated for convenience in 90 days. Therefore, the current Agreement will expire on April 27, 2005. Since January, Refugio has taken sufficient action to address its fiscal accountability issues. DCFS has been encouraged by these actions and is, therefore, recommending that Refugio be offered a new FFA contract with strengthened fiscal provisions and a correction action plan.

The recommended actions will result in a new Agreement with Refugio effective April 28, 2005 with strengthened fiscal provisions, and will prevent disruption of the placement of children receiving foster care services through Refugio.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 4 (Fiscal Responsibility) and 5 (Children and Families Well-Being). The recommended actions will enable DCFS to work collaboratively with Refugio to continue providing a safe, protective, and nurturing environment for children and provide for more fiscal accountability.

FISCAL IMPACT/FINANCING

The estimated FY 2004-05 cost of all placements with FFAs is \$141,600,000, which will be financed using approximately \$82,128,000 (58%) federal/State revenue and \$59,472,000 (42%) net County cost (NCC). These are Assistance costs and are included in the FY 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In August 2003, your Board adopted the current FFA Form Agreement, which allowed DCFS to establish program standards for FFAs providing out-of-home care to DCFS placed children.

In October, 2004, Refugio filed a Petition for Writ of Mandate challenging the County's authority to seek repayment of foster care funds that an audit performed by the Auditor-Controller in 2000 determined were unallowable. On January 25, 2004, your Board

The Honorable Board of Supervisors

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authorized that the current Refugio agreement be terminated for convenience effective April 27, 2005 and instructed DCFS to explore the potential of continuing to utilize the services of Refugio.

Pursuant to your Board's instruction, over the past two months, DCFS, in consultation with County Counsel and the Auditor-Controller, has worked with Refugio to determine if the agency could restructure itself in such a manner that would ensure fiscal responsibility. Based on those discussions, Refugio has agreed to a corrective action plan and, as such, DCFS believes it is appropriate for the County to resume its contractual relationship with Refugio. The new Agreement with Refugio will be effective as of April 28, 2005.

In summary, the corrective action plan calls for Refugio to restructure its Board of Directors, repay the County, over a 10-year period, the amount determined to be unallowable by the Auditor-Controller, and to adhere to more stringent fiscal monitoring by DCFS and the Auditor-Controller. The Refugio Agreement includes the same program standards, as well as the fiscal-related provisions referenced in your Board's Motion of October 19, 2004. These provisions include, but are not limited to, program cost allocation, administrative salaries and compensation, use of foster care funds, and fixed assets.

The Refugio Agreement includes two new exhibits - the Auditor-Controller/ DCFS Monitoring/Audit Phases, Monitoring/Audits of Foster Family Agency Foster Care Services Contractors (Exhibit C-II) and the Refugio Corrective Action Plan (Exhibit U).

Additionally, Refugio has agreed to dismiss, with prejudice, its Petition for Writ of Mandate that it filed against the County, execute a settlement including a commitment to repay the unallowable costs, and waive all claims against the County. It is our understanding that County Counsel will be providing your Board a separate memorandum providing more details as to the terms of the dismissal and settlement.

The Agreement was reviewed and is approved by County Counsel as to form. County Counsel and the CAO have reviewed this Board letter.

CONTRACTING PROCESS

The contract was not a competitive procurement. State regulations allow contracts to be negotiated without formal advertising when rates established by the State are to be used for payment. The Refugio Agreement was such a negotiated contract.

The Honorable Board of Supervisors
April 5, 2005
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IMPACT ON CURRENT SERVICES

Approval of Refugio Para Ninos will provide essential foster care services to a group of children needing specialized service offered by foster family agencies.

CONCLUSION

Upon approval of this request, instruct the Executive Office/Clerk of the Board to send an adopted copy of this Board Letter and attachment to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel
Social Services Division
Attention: Vicki Kozikoujekian , Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754
3. Department of Children and Family Services
Out of Home Care Programs
Attention: Ed Sosa, Division Chief
9320 Telstar Avenue, Suite 211
El Monte, CA 91732

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:fc

Attachment (1)

c: Chief Administrative Officer

FOSTER FAMILY AGENCY AGREEMENT

FOR

FOSTER CARE

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

REFUGIO PARA NINOS

Department of Children and Family Services (DCFS)

Contract Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

APRIL 2005

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EXHIBITS

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Exhibit A-II	Foster Family Agency (FFA) Program Statement Instructions
Exhibit A-III	Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement
Exhibit A-IV	Personal Rights – Children’s Residential Facilities
Exhibit A-V	Foster Child's Needs and Case Plan Summary
Exhibit A-VI	Clothing Standard
Exhibit A-VII	Agency Placement Agreement
Exhibit A-VIII	Special Incident Reporting Guide for Foster Family Agencies
Exhibit A-IX	Requirements for Medical/Dental Exams for Placed Children
Exhibit A-X	Administration of Psychotropic Medicines to DCFS Supervised Children
Exhibit A-XI	Emancipation Preparation Goal Contract
Exhibit A-XII	Foster Family Agency Monthly Report
Exhibit B	Foster Family Agency’s Program Statement
Exhibit C	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-I	Office of Management and Budget (OMB) Circular No. 122
Exhibit C-II	Auditor-Controller/Department of Children and Family Services Monitoring/Audit Phases, Monitoring/Audits of Foster Family Agency Foster Care Services Contractors
Exhibit D	Employee and CFP Acknowledgment and Confidentiality Agreement
Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	Health and Safety Code 1522
Exhibit G	DCFS 4389 (4/94) Declaration in Support of Access to Juvenile Record (WIC 827) Including Additional Confidentiality Issues and CWS Handbook Procedural Guide 0500-501.20
Exhibit H	Welfare and Institutions Code Section 16001.9
Exhibit I	Welfare and Institutions Code Section 16010 and CWS Handbook Procedural Guide, 0600-510.15

Exhibit J	Statement of Dangerous Behaviors
Exhibit K	Community Business Enterprise (CBE) Form
Exhibit L	Notice to Employees Regarding Federal Earned Income Credit (FEIC)
Exhibit M	Payment Resolution Notification
Exhibit N	Exhibit N is Intentionally Left Blank
Exhibit O	Jury Service Program
Exhibit P	Child Support Compliance Program Certification
Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law
Exhibit T	Overpayments
Exhibit U	Refugio Para Ninos Corrective Action Plan

**LOS ANGELES COUNTY
FOSTER FAMILY AGENCY AGREEMENT**

**for
FOSTER CARE**

This Foster Family Agency Agreement for Foster Care, hereinafter referred to as "Agreement", is made and entered into this ____ day of _____ 2005, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

Refugio Para Ninos
hereinafter referred to as
"CONTRACTOR"

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, the COUNTY desires and has the duty to provide care and protection for children placed in its charge pursuant to the provisions of the Welfare and Institutions Code (WIC) Section 16500 et seq; and

WHEREAS, existing COUNTY facilities do not have the capacity or the specialized programs to provide the care and protection for all children in its charge; and

WHEREAS, the COUNTY finds it impractical to develop and maintain facilities to care for all of the children in its charge; and

WHEREAS, the COUNTY finds the CONTRACTOR's program to be economically advantageous to the COUNTY and to provide a safe, secure and nurturing living environment in which the children can develop physically, emotionally, socially, educationally, spiritually and culturally; and

WHEREAS, pursuant to the provisions of WIC Section 11460, the California Department of Social Services (CDSS) is designated to administer a state system for establishing rates in the Aid to Families with Dependent Children-Foster Care (AFDC-FC) program;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A through A-XII, B, C through C-II, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, S, T, and U set forth below, are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Exhibits according to the following priority:
- 1.4 Section 1.3 does not apply to the Refugio Para Ninos Corrective Action Plan (Exhibit U). In the event of a conflict or inconsistency between this Corrective Action Plan and the language in this Agreement or other Exhibits, the contents of this Corrective Action Plan shall prevail.

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Exhibit A-IV	Personal Rights – Children’s Residential Facilities
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Exhibit B	Foster Family Agency’s Program Statement
Exhibit C	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit C-I	Office of Management and Budget (OMB) Circular No. A-122

Exhibit C-II	Auditor-Controller/Department of Children and Family Services Monitoring/Audit Phases, Monitoring/Audits of Foster Family Agency Foster Care Services Contractors
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Exhibit Q	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit R	FYI 02-08 Quality of Life
Exhibit S	Safely Surrendered Baby Law
Exhibit T	Overpayments
Exhibit U	Refugio Para Ninos Corrective Action Plan

2.0 DEFINITIONS

- 2.1 **“Case Plan”** - A written document based on an assessment of the circumstances, which required child welfare services intervention. It is developed by the Children's Social Worker (CSW) in partnership with the parent/guardian (whenever possible) and designed to reduce or eliminate the risk factor(s) which precipitated the referral to DCFS. It identifies a Case Plan goal (the desired outcome), objectives (the desired outcome of the successful completion of specified tasks), tasks/activities (for which a participant is accountable and the completion of which moves toward achievement of a specified Case Plan objective), the specific Services to be provided and time frames for completion of the objectives and goals. Case Plan goals include: Family Maintenance, Family Preservation, Reunification and Permanency Planning (Adoption; Legal Guardianship; and Long-Term Foster Care).

- 2.2 **“Certificate of Approval”** – The document issued by a Foster Family Agency (FFA), which authorizes a home to operate as a Certified Family Home.
- 2.3 **“Certified Family Home”** – A family residence certified by a FFA and issued a Certificate of Approval by a FFA as meeting California Department of Social Services Community Care Licensing (CDSS CCL) Division standards.
- 2.4 **“Certified Foster Parent”** – The adult(s) residing in the home certified by a FFA to provide care and supervision to children.
- 2.5 **“Children’s Social Worker” or “CSW”** – An employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS.
- 2.6 **“Community”**: For placement purposes is defined as the area/zip code where the Placed Child and his/her family were living at the time the child was taken into custody or where the Placed Child's family is living when the child is placed.
- 2.7 **“Community Care Licensing Division” or “CCLD”** - The Division of the California Department of Social Services that licenses community care facilities including Foster Family Agencies. They also monitor compliance with Title 22 regulations.
- 2.8 **“Corrective Action Plan” or “CAP”** – When DCFS, in its sole discretion, believes that CONTRACTOR deficiencies are amenable to immediate resolution, DCFS may enter into a Corrective Action Plan (CAP) with CONTRACTOR to remedy identified deficiencies. See Section 17.0.
- 2.9 **“Court Appointed Special Advocate” or “CASA”** - A court appointed person who advocates for the Placed Child’s needs and best interests and provides the court with written recommendations.
- 2.10 **“Day(s)”** - calendar day(s) unless otherwise specified.
- 2.11 **“DCFS”** - COUNTY’s Department of Children and Family Services.
- 2.12 **“Director”** - COUNTY’s Director or Interim Director of DCFS or his/her authorized designee.
- 2.13 **“Do Not Refer Status” or “DNR Status”**– All new referrals to the CONTRACTOR are suspended.

- 2.14 **“Do Not Use Status” or “DNU Status”** – All new referrals to the CONTRACTOR are suspended, and all Placed Children are removed from CONTRACTOR’s facility(ies).
- 2.15 **“Emancipation”** – Successful passage of foster youth to adulthood, including becoming a responsible and contributing member of the Community.
- 2.16 **“Emancipation Planning”** – Services designed to enable Placed Children age 14 years or older to successfully develop competencies in areas that will enhance their passage to adulthood once jurisdiction of case status has terminated.
- 2.17 **“Expended Funds” or “Expended” or “Expenditures”** – AFDC-FC funds received through the FFA’s Agreement with the COUNTY that are subsequently spent by the CONTRACTOR for the care and services of Placed Children. Expended funds must be reasonable and allowable in accordance with paragraph 8.3 of this Agreement. (“un-Expended Funds” or “un-Expended” are AFDC-FC funds, received through this Agreement, which are retained and not spent by CONTRACTOR. See Section 8.6 of this Agreement.)
- 2.18 **“Federal Tax Exempt Status”** – The status of organization or agency that is exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code.
- 2.19 **“Fiscal Year”** - COUNTY’s Fiscal Year which commences July 1 and ends the following June 30.
- 2.20 **“Foster Care Funding and Rates Bureau”** – The Division of the California Department of Social Services that establishes Aid to Families with Dependent Children-Foster Care (AFDC-FC) rates for Foster Family Agencies.
- 2.21 **“Foster Care Payment Hotline”** – A telephone number that CONTRACTOR may call under circumstances described in this Agreement (i.e., within 24 hours of child leaving the home) or may call to request payment or Medi-Cal information. The Foster Care Payment Hotline Number is (800) 697-4444.
- 2.22 **“Foster Family Agency” or “FFA”** - Any organization that, in compliance with Title 22, Division 6, Chapters 4 and 8.8, engaged in the recruiting, certifying, and training of, and providing professional support to, Certified Foster Parent(s), or in finding homes for placement of children for temporary or permanent care who require that level of care as an

alternative to a group home. Private foster family agencies shall be organized and operated on a nonprofit basis.

- 2.23 **“Foster Family Agency Program Rates”** - The service rate levels payable to FFAs, as periodically established by the Department of Social Services, Foster Care Funding and Rates Bureau.
- 2.24 **“Health and Education Passport” or “Black Binder”** – The Health and Education Passport is the summary of the health (including dental and mental health information) and educational information required by Welfare and Institutions Code Section 16010 (Exhibit I) that is to follow the child to all foster placements. DCFS created a nylon Black Binder divided into three sections. The first two sections, “Medical and Dental Information” and “Educational Information,” meet the requirements of Section 16010. The third section, “Placement Documentation,” contains additional items such as photographs of the child and his or her family, birth and death certificates, proof of Medi-Cal eligibility, and the CSW’s business card. (DCFS may change the Health and Education Passport format in the future).
- 2.25 **“Independent Living Program” or “ILP”** – The program authorized under 42 U.S.C. 677 of the Social Security Act for services and activities to assist/prepare Placed Children age 14 or older to make the transition from out-of-home care to independent living. Youths receiving family reunification and permanent placement services, and those in out-of-home care are eligible. Youths receiving emergency response and family maintenance services and those in psychiatric hospitals are not eligible for the program. DCFS may also provide ILP services to former foster youths up to age 21. ILP is a major component of Emancipation Planning.
- 2.26 **“Hold Status”** – A temporary suspension of referrals of children to CONTRACTOR by placing CONTRACTOR on Hold Status for approximately 45 days. This time period may be extended under extenuating circumstances, including but not limited to, CCLD intervention, awaiting the determination of WIC 827 petitions, etc.
- 2.27 **“Monitor for Compliance”** – To review Certified Foster Parents and homes during regular and ad hoc contacts, documenting compliance or lack of compliance, and taking all necessary steps to effect any needed corrective action and continued implementation of such corrective action, up to and including decertification.
- 2.28 **“Placed Child” or “Placed Children”** - Any child or children placed by the COUNTY receiving services from the CONTRACTOR pursuant to this Agreement.

- 2.29 **“Pool Rate”** – Rate of interest to be charged as determined by COUNTY’s Auditor-Controller.
- 2.30 **“Program Manager”** - COUNTY representative responsible for administering this Agreement, consulting on policy, providing technical assistance and overall coordination and implementation of this Agreement between the CONTRACTOR and COUNTY. The Program Manager shall be:
- | | |
|-----------|------------------------|
| Name: | Cecilia Reza |
| Position: | Program Manager |
| Phone: | (626) 569-6826 |
| Email: | rezac@DCFS.co.la.ca.us |
- 2.31 **“Program Statement”** – A comprehensive description of the FFA’s program, attached as Exhibit B, in effect during the term of this Agreement, written in accordance with the Program Statement guidelines of CCLD included in Exhibit A-II, Foster Family Agency (FFA) Program Statement Instructions, and Exhibit A-III, Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement.
- 2.32 **"Real Property"** – Land and anything growing on, attached to, or erected on it.
- 2.33 **“Service(s)”**- The basic needs the CONTRACTOR agrees to meet for each Placed Child as outlined in the California Department of Social Services Regulations; Statement of Work (Exhibit A); and CONTRACTOR's Program Statement (Exhibit B).
- 2.34 **“Subcontract”** - A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 2.35 **“Subcontractor”** - An organization or individual that enters into an agreement with CONTRACTOR to provide specific program services. Such individuals are not considered employees of CONTRACTOR or COUNTY. In foster care, a Subcontractor usually provides hourly or fixed fee services based on the number of Placed Children in the program.
- 2.36 **“Title 22”** – The California Code of Regulations for community care facilities including Foster Family Agencies.

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on date of approval by COUNTY Board of Supervisors, and shall continue through **August 31, 2006**, unless terminated earlier as provided herein.
- 3.2 The term of this Agreement may also be extended by the Director for a period not to exceed six (6) months beyond the then current expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new contract. During such extended periods, CONTRACTOR shall continue to provide Services in the form and at the levels as described herein.
- 3.3 This Agreement may be terminated pursuant to the provisions of Section 36.0 Termination for Convenience, in the body of this Agreement.
- 3.4 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR understand and agree that the Refugio Para Ninos Corrective Action Plan (Exhibit U) is a material provision of this Agreement. CONTRACTOR's failure to fully comply, to the COUNTY's satisfaction, with any provision of this Corrective Action Plan shall constitute a material breach. Thus, this Agreement will be terminated immediately or within such longer time period, not to exceed 90 Days, as determined by COUNTY. Upon termination, CONTRACTOR, shall not take any action or fail to take any action that will jeopardize the health and safety of Placed Children.

4.0 COUNTY'S RESPONSIBILITY

CONTRACTOR's covenants and responsibilities under the Agreement shall not be conditional upon COUNTY's performance of the covenants contained in this Section 4.0 except to the extent that CONTRACTOR's ability to perform is dependent on COUNTY's performance. COUNTY's contractual covenants and agreements as set forth herein do not create mandatory duties for COUNTY, nor do they preclude enforcement of this contract by CONTRACTOR pursuant to Government Code Section 814.

- 4.1 COUNTY shall provide the CCLD, LIC 9128, and the DCFS Amendment to the LIC 9128 (Exhibit A-III), FFA Program Statement Guidelines, to CONTRACTOR.
- 4.2 COUNTY shall carefully review for approval and acceptance CONTRACTOR's Program Statement and any Program Statement Amendments prior to and during the term of the Agreement. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Agreement, Statement of Work, and all applicable rules and regulations related to FFAs. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.

- 4.3 CONTRACTOR shall be given reasonable access to appropriate COUNTY personnel. CONTRACTOR shall be given pertinent documentation, information, relevant to providing foster care services in accordance with COUNTY DCFS policy and court policy for confidentiality. CONTRACTOR shall hold all such information in confidence pursuant to the provisions of Section 12.0 in the body of this Agreement.
- 4.4 COUNTY shall provide CONTRACTOR with all available information about the Placed Child that may be released in accordance with applicable laws and regulations concerning confidentiality and the release of DCFS case records to service providers. This information may include court orders, court reports, medical, mental health information, educational and placement history information. The CSW will assist CONTRACTOR in obtaining all the necessary information. The information needed to assess the needs of the Placed Child shall include, but is not limited to: (1) the items identified in Title 22, Division 6, Chapter 1, Section 80070(b) and Chapter 8.8, Section 88070(a)(1)-(2); and (2) a description of dangerous propensities of the Placed Child as outlined in the California Department of Social Services, Manual of Policies and Procedures, Division 31, Section 31-310.16. COUNTY shall report to CONTRACTOR any additional information related to dangerous propensities learned subsequent to placement, in accordance with Exhibit J, Statement of Dangerous Behaviors.
- 4.5 COUNTY shall arrange for a child to visit a potential placement prior to placement whenever possible. If CONTRACTOR, the child's CSW, and the child agree, the child may be placed at the time of the pre-placement visit.
- 4.6 The CSW shall acknowledge that an orientation discussion with the Placed Child and the CSW was completed by signing the LIC 613B (Exhibit A-IV.) This orientation includes the items designated in SOW, Part C, Section 4.12.
- 4.7 The CSW shall provide CONTRACTOR, at the time of placement or within 24 hours, with a placement packet, including valid proof of Medi-Cal coverage and a signed DCFS 4158, Authorization for Medical Care for a Child Placed by Order of the Juvenile Court. If a child is placed during regular business hours without these items, CONTRACTOR shall immediately notify the Foster Care Hotline at (800) 697-4444. If a child is placed after regular business hours, CONTRACTOR shall call the Foster Care Hotline the following business day with the Placed Child's name and date of placement so that a placement packet may be obtained because COUNTY cannot fund the placement until the placement packet is issued.

- 4.8 COUNTY shall be responsible for obtaining clothing available to the Placed Child within two days of placement and shall issue supplemental funds in accordance with COUNTY regulations and limitations to meet the Placed Child's needs based on the Clothing Standard (Exhibit A-VI).
- 4.9 The CSWs shall work cooperatively with CONTRACTOR to provide input to and approval of the Needs and Services Plans and updates in accordance with SOW, Part C, Sections 4.14 through 4.17.
- 4.10 The CSWs shall include written reports from CONTRACTOR in the next court report.
- 4.11 The CSW shall provide CONTRACTOR with a copy of each court report to the extent permitted by confidentiality laws.
- 4.12 COUNTY will monitor for COUNTY's compliance with State laws, regulations and policies applicable to the visitation of children in placement.
- 4.13 The CSWs shall obtain parental or Juvenile Court consent, as needed, for the Placed Child's medical and dental care, mental health treatment, and participation in recreational and school activities.
- 4.14 CSW shall provide CONTRACTOR with a copy of the court authorization for psychotropic medication, when applicable, within one day of initial placement.

5.0 PAYMENT RATE

- 5.1 COUNTY and CONTRACTOR agree that payments referenced in this Agreement are based on rates established by California DSS Foster Care Funding and Rates Bureau. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the Services set forth in this Agreement and in the Statement of Work (Exhibit A), for each Placed Child at the Foster Family Agency Program Rates, as further described in Section 7.0, Payments and Vouchers.
- 5.2 CONTRACTOR shall submit to COUNTY as part of their Program Statement a current budget (Exhibit A-III, Page 1, Item 6) for the work to be performed under this Agreement. The line items shall provide sufficient detail to determine the Services to be delivered. The line items may be the same as the line items on the FCR-12 FFA form, Total Agency Cost Display. Projected expenses in CONTRACTOR's budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to

CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. If there is a shift in any line item budget category which exceeds fifteen percent (15%) of the amount budgeted for that category, CONTRACTOR shall notify COUNTY of such change. COUNTY reserves the right to reject any budget changes submitted by CONTRACTOR.

6.0 DESCRIPTION OF SERVICES

- 6.1 CONTRACTOR covenants and agrees to provide all Services as described in this Agreement and set forth in the Statement of Work (Exhibit A) of this Agreement. CONTRACTOR shall provide such Services to each Placed Child in accordance with CONTRACTOR'S Program Statement (Exhibit B). CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such Services.
- 6.2 CONTRACTOR has submitted a Program Statement to COUNTY in accordance with the Program Statement Guidelines of CCLD included in Exhibit A-II, Foster Family Agency (FFA) Program Statement Instructions, and Exhibit A-III, Los Angeles County Department of Children and Family Services (DCFS) Amendment to LIC. 9128 (6/99) for Foster Family Agency Agreement Program Statement. CONTRACTOR's Program Statement will include, but not be limited to, specific statements defining intake policy, treatment Services and policies, replacement and discharge policies, detailed statements of the total Services provided by CONTRACTOR, staffing, and the expenditure statement submitted to the rate setting and licensing agencies. CONTRACTOR's performance under this Agreement will be evaluated in part based on CONTRACTOR's Program Statement.
- 6.3 COUNTY may, during the term of this Agreement, request that CONTRACTOR make revisions to its Program Statement by notifying CONTRACTOR in writing thirty (30) days in advance of any proposed changes. Also, CONTRACTOR shall submit a revised Program Statement to COUNTY at any time during the term of this Agreement when CONTRACTOR makes changes to the program. COUNTY shall review such Program Statement revisions for approval, and once accepted by COUNTY, CONTRACTOR's revised Program Statement shall become a part of this Agreement as Exhibit B in accordance with Section 22.0, Changes and Amendments.
- 6.4 Nothing herein establishes a right of Contractor to the placement of children by County, or of the continued placement of children by COUNTY. Nothing herein shall serve to prevent the COUNTY, at any time

and in its sole discretion, from removing any or all Placed Children from CONTRACTOR's care.

7.0 PAYMENTS AND VOUCHERS

7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) FFA rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Agreement. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Foster Family Agency Program Rates established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

7.2 CONTRACTOR shall complete and submit vouchers in arrears, for Services rendered in the previous month. All vouchers shall be received within five (5) Days of the last Day of the previous month. Vouchers for DCFS shall be sent to:

Revenue Enhancement
Vendor Voucher Validation Unit
P.O. Box 2969
Covina, CA 91722-8969

7.3 Placements lasting less than a full month shall be prorated. Payment shall commence the Day the child is placed with CONTRACTOR and terminate the Day before the Placed Child is removed. When CONTRACTOR agrees to hold a bed open for a Placed Child, CONTRACTOR shall document the CSW's agreement to pay for the open bed in the Placed Child's record and shall request a written faxed confirmation from the CSW.. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.

Should CONTRACTOR, after having a Placed Child admitted to a psychiatric or medical hospital, unilaterally decide not to take the Placed Child back, all foster payments made to CONTRACTOR to keep the space available for that Placed Child shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.

7.4 COUNTY shall mail to CONTRACTOR the amount due by the 15th of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

- 7.5 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71) (Exhibit M) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30th Day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY's current Pool Rate, as determined by COUNTY's Auditor-Controller, per Day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.

COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

- 7.6 In addition to the requirements in Exhibit A, Statement of Work, Section C 1.1, Prior Authorization Required for Movement of a DCFS Placed Child Within the CONTRACTOR's Program, CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697-4444 within 24 hours whenever a Placed Child is moved from one site/home to another or a child leaves the CONTRACTOR's program.
- 7.7 In the event that COUNTY identifies an excess payment made to CONTRACTOR including but not limited to excess payments for clothing allowance, vouchers submitted after placement termination , and/or any other excess funds issued by COUNTY on behalf of Placed Children during the term or within five (5) years after expiration of this Agreement or Agreement extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Division Chief, Revenue Enhancement
Department of Children and Family Services
800 S. Barranca, 4th Floor
Covina, CA 91723

In the event CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the COUNTY and, upon written

confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above (Exhibit T, Overpayments).

- 7.8 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on Do Not Refer Status pursuant to Section 17.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. COUNTY shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least seven (7) Days in advance. All correspondence regarding payment errors shall be sent by Certified Mail and "date of receipt" for the purpose of this Section 7.0 is the date on which the correspondence is mailed or the postal receipt is signed by the recipient.
- 7.9 If CONTRACTOR disagrees with COUNTY action, the Division Chief, Revenue Enhancement, will provide a written response to such disagreement within thirty (30) Days of the date of receipt of the written notice of disagreement. If CONTRACTOR wishes to appeal Division Chief's decision, CONTRACTOR may appeal in writing to the Director no later than thirty (30) Days from date of receipt of the DCFS Division Chief's decision. Director will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR's appeal.
- 7.10 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief's decision, unless CONTRACTOR appeals the decision pursuant to this section, in which case collection efforts shall be suspended until such time as there is a final resolution of the appeal.
- 7.11 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.12 Provided that COUNTY shall remove all Placed Children on or prior to the expiration or other termination of this Agreement, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered

after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement. Notwithstanding the foregoing, if COUNTY does not remove a Placed Child from a Certified Family Home following termination of this Agreement, COUNTY will pay based upon the Foster Family Agency Program Rates.

8.0 USE OF FUNDS

- 8.1 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Agreement and conduct itself in accordance with all accounting and operating requirements of such status.
- 8.2 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and services of Placed Children, in order to maintain the standards of care and services consistent with the Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR's Expenditures for the then current fiscal year. CONTRACTOR's cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 (Exhibit C-I) and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C).
- 8.3 CONTRACTOR shall Expend foster care funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Agreement, for children placed by COUNTY. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122 (Exhibit C-I), the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit C), Manual of Policy and Procedures Section 11-404, and 45 CFR 74.27. Any AFDC-FC funds not Expended in accordance with the above will be disallowed on audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Section 58.0, Dispute Resolution.
- 8.4 All uses of AFDC-FC funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR's provision of Services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, as set forth in Exhibit C. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY. Upon notice by the CONTRACTOR, the COUNTY will, upon verification by the COUNTY, reduce the audit disallowance claimed by the

COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by the COUNTY's audit.

- 8.5 Notwithstanding any other provision of this Agreement, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that the COUNTY shall have the right to audit any and all use of AFDC-FC funds, paid to and Expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of Placed Children, and to determine the appropriate disposition of unallowable Expenditures.
- 8.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR's un-Expended funds; and (2) CONTRACTOR's accumulated, unexpended AFDC-FC funds received from COUNTY under previous FFA contracts. CONTRACTOR's TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E). At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one-sixth of the CONTRACTOR's Administrative Budget for its next fiscal year may be retained by the CONTRACTOR for future use for the benefit of Placed Children for reasonable and allowable costs. CONTRACTOR's Administrative Budget is defined as the portion of the budget not paid to the Certified Foster Parents. In the event that CONTRACTOR's TAUF, at the end of any given CONTRACTOR fiscal year, exceeds one-sixth of its Administrative Budget for its next fiscal year (i.e., excess TAUF), CONTRACTOR shall develop a plan regarding how to utilize the TAUF for the benefit of Placed Children for reasonable and allowable costs, and shall submit that plan to COUNTY for review and approval within 60 days of the fiscal year end. If the plan is not approved, CONTRACTOR shall, in consultation with COUNTY, develop a revised plan that is acceptable to COUNTY. CONTRACTOR's failure to develop an appropriate plan for the utilization of excess TAUF, or the Expenditure of excess TAUF without a COUNTY approved plan shall constitute a material breach of the Agreement upon which COUNTY may terminate this Agreement or take action consistent with Section 17.0.

9.0 FINANCIAL REPORTING

- 9.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR's Administrator, as defined in Title 22, Division 6, Chapter 8.8, Section 88001(a)(2).
- 9.2 The Semi-annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June

30 and March 1 for the semi-annual report for the period ended December 31.

- 9.3 If the Agreement starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 9.4 In the event that the expenditure report is not filed timely, COUNTY may take action, pursuant to Section 17.0. In the event the "Do Not Refer" and/or "Do Not Use" status is used, COUNTY shall notify CONTRACTOR in writing seven (7) days prior to such status being used.
- 9.5 In addition to the semi-annual expenditure report, the CONTRACTOR shall file a copy of the State of California Department of Social Services Total Program Cost Display (Form FCR 12 FFA) for the most recent period, thirty (30) days prior to each anniversary date of this Agreement. This form is submitted for information only and not for approval.
- 9.6 The semi-annual expenditure report and total program cost display shall be mailed to:

DCFS
Accounting Division
Administrative Services Manager III
800 S. Barranca, 5th Floor
Covina, CA 91723

10.0 PROGRAM REPORTING REQUIREMENTS

- 10.1 The CONTRACTOR and Certified Foster Parents shall report all suspected child abuse allegations and incidents to the COUNTY's Child Protection Hotline (CAHL), as more fully described in Section 55.1, and CCLD **immediately** upon discovery.
- 10.2 The CONTRACTOR shall make and document reasonable efforts to provide a monthly telephonic update report to the CSW. In addition to the provisions addressing the Needs and Services Plan in the Statement of Work, Section C, 4.14, CONTRACTOR shall develop a comprehensive, individualized Needs and Services Plan that (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.
- 10.3 The CONTRACTOR shall prepare and submit a Special Incident Report, via the DCFS Internet site (I-Track) System, for each Placed Child in accordance with the guidelines and time frames in Exhibit A-VIII, Special Incident Reporting Guide for Foster Family Agencies.

- 10.4 The CONTRACTOR shall prepare and submit a signed Quarterly Report to each Placed Child's CSW by the 10th business day following the end of each quarter from the date the child was placed. The Quarterly Report shall include the following items identified on the Agency Placement Agreement, SOC 154 (12/93) (Exhibit A-VII) [*additional COUNTY requirements in brackets*]:
- 10.4.1 Current status of Placed Child's physical and psychological health [Include the date of each medical/dental appointment, diagnosis, recommended treatment, follow-up, and medication the Placed Child received during the quarter. Include health and safety related Services provided to the Placed Child, specifying the dates of Service(s) for each occurrence.];
 - 10.4.2 Reassessment of Placed Child's adjustment to the Certified Family Home, program, peers, school, and staff [Include copy of school report card(s), school attendance, and Individualized Education Plan (IEP) when applicable. Specify the type of school (i.e., public, private, non-public, on-grounds, community-based, etc.) and educational program provided.];
 - 10.4.3 Progress toward short-term objectives and long-range goals including tasks that have been performed to reach these objectives and goals [Include the status of the permanency plan and, when applicable, the Transitional Independent Living Plan (TILP) including homemaking skills, status of vocational training and/or job experience, artistic abilities, etc. Include the most recent copy of the updated Emancipation Preparation Contract for each Placed Child age 14 years and older.];
 - 10.4.4 Reassessment of unmet needs and efforts made to meet these needs;
 - 10.4.5 Modification of treatment plan, tasks to be performed and the likelihood of family reunification; and
 - 10.4.6 Involvement of Placed Child and his/her parent in treatment program [Include dates and type of contact with the CSW during the quarter, including telephone calls.].
- 10.5 The CONTRACTOR shall prepare and submit a Termination Report to a Placed Child's CSW within 30 Days from the date the child's placement was terminated. The Termination Report shall include, but not be limited

to, a closing summary of the CONTRACTOR's records relating to the Placed Child.

- 10.6 The CONTRACTOR shall prepare and submit a monthly report to the COUNTY's Program Manager due on the 10th of each month. This report shall include overall statistics of the FFA's program including: (1) foster parents certified since the last report [names, addresses, and phone numbers]; (2) foster parents decertified since the last report [names, addresses, phone numbers, and the reasons for decertification]; and (3) children placed in each Certified Family Home (Exhibit A-XII).
- 10.7 The CONTRACTOR shall prepare and submit a report in each instance enumerated in Section 19.4, Notification of Incidents, Claims or Suits.
- 10.8 COUNTY shall maintain the confidentiality of all data collected in monthly reports to the extent they are not subject to disclosure under the Public Records Act or other laws or regulations.
- 10.9 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to child safety, well-being, and permanency. CONTRACTOR shall provide a monthly report to DCFS Out-of-Home Care Management Division, 9320 Telstar Avenue, El Monte, CA 91731, which shall reflect (1) the number of child abuse/neglect referrals and/or allegations which have been made regarding each Certified Foster Parent, Certified Family Home, and CONTRACTOR during the previous month; and (2) as to each child placed with CONTRACTOR, the number of changes in placement which have occurred with regard to that child, since initial placement with CONTRACTOR. The reporting requirement in this Section 10.9 shall be separate and apart from the reporting requirements described in Sections 10.1 and 55.1
- 10.10 COUNTY and CONTRACTOR mutually agree to work collaboratively to develop performance measures related to average length of stays, same school-based placements, sibling visitations, and other performance measures as determined by a FFA task group.

11.0 RECORDS AND INVESTIGATIONS

- 11.1 CONTRACTOR shall maintain and retain records on each Placed Child as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80070, and Chapter 8.8, Sections 88070 and 88070.1; the relevant provisions in this Agreement, including this Section 11.0, and CONTRACTOR's Program Statement (Exhibit B). Such records shall include, but not be limited to, placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, Placed Children's financial records (clothing, allowances,

earnings, medical expenses, etc.), diagnostic evaluations and studies, Placed Child interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the Placed Child's record, maintained at the CONTRACTOR's offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for needs and Services planning.

- 11.2 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Foster Family Agency Contract Accounting and Administration Handbook (Exhibit C). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 11.3 CONTRACTOR shall maintain and retain records on each Certified Family Home and Certified Foster Parent as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 8.8, Sections 88066, 88066.1, 88069.7 and 88069.8. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's Certificate of Approval, and CONTRACTOR's admission agreements for each Placed Child.
- 11.4 All records described in Sections 11.1 through 11.3 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Agreement, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Agreement and either for a period of five (5) years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in

accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 11.5 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR's program operations and contract compliance without prior notice to CONTRACTOR, seven days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits, inspections, and/or reviews. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement.
- 11.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR's financial, program, Certified Foster Parent, Subcontractor, and Placed Children's records related to Services provided under this Agreement, and any other financial transactions, as determined necessary by COUNTY to ensure that AFDC-FC funds have been accounted for and Expended in accordance with Section 8.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and Subcontractor(s) and inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Agreement. CONTRACTOR's employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.
- 11.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including Placed Children records, Certified Foster Parent and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 11.8 CONTRACTOR shall be responsible for annual financial audits of its agency and shall require subcontractors to be responsible for its annual financial audits, as applicable, when required by any governmental entity (e.g. Federal government, the California Department of Social Services

(CDSS), COUNTY) to be conducted by an independent audit firm and in accordance with generally accepted governmental auditing standards. Within thirty (30) Days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to DCFS, Bureau of Finance, Accounting Division, at 800 S. Barranca – 5th Floor, Covina, CA 91723, Attention: Administrative Services Manager III.

- 11.9 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) Days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.10 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may take all appropriate action including but not limited to, that under Section 17.0. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its rights consistent with Section 58.0 of this Agreement.

12.0 CONFIDENTIALITY

- 12.1 Pursuant to Welfare and Institutions Code, Sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policy in effect and applicable state and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by state and federal laws and COUNTY Policies regarding the Placed Child's confidentiality

- 12.2 If CONTRACTOR's staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 12.3 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, agents, and Certified Foster Parents providing services and care hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee and Certified Foster Parent Acknowledgment and Confidentiality Agreement" (Exhibit D).

13.0 CERTIFIED FOSTER PARENTS

- 13.1 CONTRACTOR agrees to recruit, certify, train, monitor and provide professional support to Certified Foster Parents in compliance with California Code of Regulations, and this Agreement, including any future amendments thereto.
- 13.2 The certification of the foster parent(s) by CONTRACTOR does not create a volunteer, subcontractor, employment, agency, partnership or joint-venture relationship between CONTRACTOR and the Certified Foster Parent. CONTRACTOR's role includes, but is not limited to, certifying the foster parent(s); making the placement match between COUNTY placing agency and the Certified Foster Parent(s); and signing a placement agreement with the Certified Foster Parent(s) for each Placed Child in the Certified Family Home. CONTRACTOR shall also provide support services to the Certified Foster Parents, the Placed Child and the Placed Child's family in accordance with CONTRACTOR's Program Statement (Exhibit B), and the child's Case Plan/Case Plan update.
- 13.3 CONTRACTOR shall ensure that Certified Foster Parents reside at legal addresses and do not utilize P.O. Boxes for their mailing addresses.
- 13.4 COUNTY does not have any licensing or certification relationship with CONTRACTOR's Certified Family Home. A FFA foster parent home may not be certified by more than one FFA at any given time.
- 13.5 Paragraph 13.4 shall not prohibit COUNTY or FFA staff from giving individuals, including certified/licensed foster parents, appropriate information about licensing/approval, certification, legal guardianship and adoption upon request or in compliance with State adoption regulations.

- 13.6 CONTRACTOR shall notify COUNTY when a Certified Family Home and/or Certified Foster Parent is certified or de-certified. Notice to COUNTY Program Manager is required at the end of the month prior to prospective certification of a new certified home. Notification of certification shall occur at least 72 hours prior to placement. Notice of decertification shall occur within 72 hours following the date of de-certification and shall include the name of the foster parent, date of birth and social security number. These notices shall be sent to the COUNTY Program Manager and Revenue Enhancement. The COUNTY Program Manager will notify the CONTRACTOR if there is a problem with placement of Los Angeles County children in a newly certified home. Decertification notification shall include the reason for decertifying. Failure to provide this information to COUNTY may result in a Do Not Refer Status being placed on the FFA.
- 13.7 COUNTY shall notify CONTRACTOR of its intent to place child(ren) in a home of a relative or non-relative extended family member in a Certified Family Home.
- 13.8 Once a guardianship is finalized or an adoptive placement of a child in a certified home occurs, COUNTY shall notify CONTRACTOR.
- 13.9 CONTRACTOR shall report all Certified Family Homes and/or Certified Foster Parent(s) who are decertified (and the reason for decertification), since those recorded on the previous month's report on the Foster Family Agency Monthly Report (Exhibit A-XII), as described in Section 10.6, Program Reporting Requirements, hereof.
- 13.10 In the event that a CONTRACTOR is put on Do Not Use Status, to ensure continuity of care for Placed Children, COUNTY may continue placement in the Certified Family Home if the Certified Foster Parent applies for licensure by the State, becomes certified by another FFA, or DCFS approves the home as a non-relative extended family member foster home.

14.0 STATE LICENSE

- 14.1 The CONTRACTOR shall maintain a FFA license issued by the California Department of Social Services, CCL Division, throughout the term of the Agreement. A copy of the current license shall be included in the Program Statement.
- 14.2 The CONTRACTOR shall provide Services pursuant to the approved Program Statement. If planning to add additional offices during the term of the Agreement, the CONTRACTOR shall notify the COUNTY Program Manager prior to the placement of and/or serving Placed Children from the additional office(s).

15.0 FEES

CONTRACTOR shall not charge any Placed Child or his/her family or guardian, or receive any fee or payment from any Placed Child or his/her family or guardian, for Services rendered pursuant to this Agreement. CONTRACTOR shall not charge or receive fees or payments from any child or his/her family or guardian for children referred to CONTRACTOR pursuant to this Agreement who are not accepted for placement.

16.0 OTHER SOURCES OF INCOME

16.1 CONTRACTOR shall forward any income (e.g., SSI, inheritance, personal injury and victims of crime awards, etc.) received on behalf of a Placed Child, other than the Placed Child's personal earnings, to the following address:

DCFS Finance Office
Attn: Deposit Unit
425 Shatto Place, Rm. #204
Los Angeles, CA 90020

CONTRACTOR shall work with COUNTY to ensure future income payments are paid directly to COUNTY by the payer.

16.2 The provisions of this Section do not in any way require CONTRACTOR to apply revenue, income, private grants or gifts that are unrestricted, to any cost or expense of CONTRACTOR, which is reimbursable by COUNTY hereunder.

16.3 The provisions of this Section do not supersede State regulations in the treatment of revenue, income, private grants or gifts in determining the rate of payment.

17.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN

17.1 Notwithstanding any other provision, DCFS may, in its sole discretion, during the normal course of its monitoring and consistent with its policies and procedures, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status. When DCFS, in its sole discretion, believes that CONTRACTOR deficiencies are amenable to immediate resolution, DCFS may enter into a Corrective Action Plan (CAP) with CONTRACTOR. If and when DCFS believes, in its sole discretion, that CONTRACTOR deficiencies are sufficiently remedied, DCFS may lift the DNR and/or DNU Status.

- 17.2 Nothing herein shall preclude COUNTY from terminating this Agreement for convenience or for default. In the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from CONTRACTOR's supervision.
- 17.3 COUNTY will notify CONTRACTOR verbally and in writing if CONTRACTOR has been placed on Hold Status, or if COUNTY intends to recommend DNR or DNU Status within 72 hours of taking such action. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, COUNTY will discuss with CONTRACTOR the reasons(s) for placing CONTRACTOR on Hold Status, or for recommending DNR or DNU.
- 17.4 When DNR or DNU Status is recommended, the written notification letter also serves to invite CONTRACTOR to respond in writing to DCFS's recommendation. DCFS shall review and consider any such written responses.

18.0 MUTUAL INDEMNIFICATION

- 18.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, State, and Federal laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions resulting from its performance of this Agreement but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of CONTRACTOR, its employees or agents.
- 18.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Section 20.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Agreement.

- 18.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in subsections 18.1 and 18.2.
- 18.4 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from or connected with COUNTY's acts or omissions, resulting from its performance of this Agreement but only in proportion to and to the extent such liability, expense or damage is caused by any negligent or willful act or omission of COUNTY, its Special Districts, elected and appointed officers, employees, or agents.
- 18.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employees Worker's Compensation suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California statutory requirements to any and all COUNTY personnel for injuries arising from or connected with services performed under this Agreement.
- 18.6 COUNTY shall indemnify CONTRACTOR, and hold it harmless from any and all loss, damage, costs and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the obligations and covenants described in subsections 18.4 and 18.5.

19.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's and COUNTY's mutual indemnification, and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require of all of its Subcontractors (except as noted in Section 20.1) to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to any other insurance or self-insurance programs maintained by COUNTY, with respect to liability resulting from or connected to CONTRACTOR's acts or omissions, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 19.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

DCFS Contracts Administration
Attention: Walter Chan

425 Shatto Place, Room 205
Los Angeles, CA 90020

prior to commencing Services under this Agreement. Such certificates or other evidence shall:

- 19.1.1 Specifically identify this Agreement.
 - 19.1.2 Clearly evidence all coverages required in this Agreement.
 - 19.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 19.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- 19.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY. Such approval will not be unreasonably withheld.
- 19.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach.
- 19.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 19.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 19.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - 19.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a

COUNTY "Non-Employee Injury Report" to COUNTY Contract Manager.

- 19.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
- 19.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 19.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Agreement, consistent with Section 20.1, meet the insurance requirements of this Agreement by either:
 - 19.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
 - 19.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

20.0 INSURANCE COVERAGE REQUIREMENTS

- 20.1 General Liability insurance written on the commercial general liability ISO form CG 00 01 (occurrence) or its equivalent. Coverage written on the commercial general liability ISO form CG 00 02 (claims made) shall be considered equivalent providing the Contractor commits to maintain such coverage for not less than two years, or provide a two year extended reporting period, commencing upon termination or cancellation of this agreement. In all cases, such general liability coverage shall include limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Note: General Aggregate limits for Subcontractors shall be not less than \$1 million.

- 20.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 20.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 20.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement, unless an occurrence policy is in place with coverage for prior acts.

21.0 NOTICES

- 21.1 Unless otherwise specifically provided in this Agreement, all notices to COUNTY shall be given in writing, sent by certified mail, return receipt requested, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent by certified mail, return receipt requested in duplicate addressed to the following:

Department of Children and Family Services
Contract Administration
Attention: Contract Administrator
425 Shatto Place
Los Angeles, California 90020

Unless otherwise specifically provided in this Agreement, all notices to CONTRACTOR shall be given in writing, by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States post Office or any substation or public letterbox. All notices to CONTRACTOR shall be sent to CONTRACTOR:

Attention: Tomas Fernandez
Refugio Para Ninos
100 N. Citrus Street, Suite 205
West Covina, CA 91791

or such other person and/or location as may hereinafter be designated in writing by CONTRACTOR.

- 21.2 All notifications from COUNTY enclosing an amendment or new or revised policy, procedure, protocol or exhibit to this Agreement shall be sent by Mail.
- 21.3 All written notification from COUNTY regarding Corrective Action Plan, Hold Status, "Do Not Refer" or "Do Not Use" status shall be sent by Certified Mail, Return Receipt Requested.

22.0 CHANGES AND AMENDMENTS

COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary. COUNTY shall give CONTRACTOR thirty (30) Days prior written notice delivered by certified mail, return receipt requested, of its intent to make such changes and amendments hereunder. Any significant cost impact associated with such an amendment shall be addressed in developing the amendment. A significant cost impact is defined as an incremental cost of \$1,200 annually on a cumulative basis. Such revisions shall be in writing and shall be accomplished in the following manner:

- 22.1 Exhibits A-I, A-III, A-V, A-VI, A-VIII through A-XII, Exhibits C, C-II, G, J, L, M, N, O, Q, R, S, and T, and may be changed unilaterally by COUNTY to reflect changes in County, State and Federal law, regulation, and ordinances, court orders, and court rules or in COUNTY policies or procedures, provided that such changes to these exhibits reflecting modifications to COUNTY policies or procedures with significant cost impact on CONTRACTOR must be amended pursuant to Section 22.2. Amendments made pursuant to this Section 22.1 shall be effective upon delivery of a replacement exhibit by certified mail, return receipt requested, to the address of CONTRACTOR set forth in Section 21.0, Notices. CONTRACTOR shall be responsible for monitoring changes

and/or amendments to any and all laws, regulations, ordinances and/or court rules governing or impacting this Agreement. CONTRACTOR shall at all times remain in compliance with all such laws, regulations, ordinances and/or court rules, whether or not COUNTY has delivered a replacement exhibit.

- 22.2 For any change which does not have a significant cost impact, affect the scope of work, period of performance, payments, or which does not materially alter any term or condition included in this Agreement, or for any change in CONTRACTOR's Program Statement, or for any change to exhibits described in Section 22.1 with significant cost impact on CONTRACTOR, a change notice shall be prepared by COUNTY, and executed by CONTRACTOR and Program Director or designee. As used herein, the term "materially alter" is defined as being a change, which, in the sole discretion of COUNTY, warrants execution, by the Board of Supervisors.
- 22.3 For any change not covered by Sections 22.1 or 22.2, an amendment to this Agreement shall be prepared, by COUNTY, signed by CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

23.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 23.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 33.0, Events of Default herein and shall be voidable at the election of COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include 1) any sale, exchange, assignment, divestment or change in members, directors or officers, which results in giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement; 2) any withdrawal or change of shareholders, members, directors or other persons named on CONTRACTOR's Community Care license application (which significantly changes the CONTRACTOR's program as it existed at the time of the execution of this agreement); or 3) any change in the licensee under the CONTRACTOR's Community Care license. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

- 23.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegatee thereof.
- 23.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.
- 23.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

24.0 SUBCONTRACTING

- 24.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director, except as provided in the Statement of Work, Section C1.3. Any attempt by CONTRACTOR to Subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement, upon which Agreement may be terminated in accordance with Section 34, Termination for Default. CONTRACTOR shall submit each Subcontract to COUNTY for written approval prior to Subcontractor performing any work hereunder.
- 24.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon Subcontractors, provided that assignment or delegation of rights under a Subcontract by Subcontractors shall not require COUNTY approval. CONTRACTOR shall include in all Subcontracts the following provision: "This Agreement is a Subcontract under the terms of a prime contract with COUNTY of Los Angeles. All representations and warranties contained in this Subcontract shall inure to the benefit of COUNTY of Los Angeles."
- 24.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any Subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.

- 24.4 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any Subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 24.4.1 An executed Acknowledgment and Confidentiality Agreement (Exhibit D) executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 24.4.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Section 20.0, Insurance Coverage Requirements, of this Agreement.
 - 24.4.3 The Tax Identification Number of the Subcontracting agency to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.
- 24.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed Subcontracts.
- 24.6 No Subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 24.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 24.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractors engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractor or their officers, employees, and agents.

25.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

26.0 COVENANT AGAINST CONTINGENT FEES

- 26.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.
- 26.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

27.0 DISCLOSURE OF INFORMATION

- 27.1 In recognizing CONTRACTOR's need to identify its Services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Agreement within the following conditions:
 - 27.1.1 CONTRACTOR shall develop all publicity material in a professional manner and subject to Section 12.0, Confidentiality, of this Agreement.
 - 27.1.2 During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of COUNTY. Said consent shall not be unreasonably withheld, and approval by COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.
 - 27.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide Services, provided, however, that the requirements of this provision shall apply.

28.0 COMPLIANCE WITH APPLICABLE LAWS

- 28.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed Services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 28.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 28.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the WIC and MPP Division 19, as further described in Section 12, Confidentiality, of this Agreement.
- 28.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 28.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement, in accordance with Section 34.0, Termination for Default, of this Agreement.
- 28.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents or Subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Sections 28.1 hereof and 30.1 Non-Discrimination in Employment.

29.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

30.0 NON-DISCRIMINATION IN EMPLOYMENT

- 30.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 30.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 30.3 CONTRACTOR shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 30.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this Section when so requested by COUNTY, in accordance with applicable state and federal law.
- 30.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR

has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.

- 30.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

31.0 NON-DISCRIMINATION IN SERVICES

In the performance of this Agreement CONTRACTOR shall not discriminate in the delivery of Services as provided in CONTRACTOR's Program Statement, attached hereto as Exhibit B, on the basis of race, religion, color, creed, national origin, sex, sexual orientation, age, condition of physical or mental handicap, marital status or political affiliation. CONTRACTOR shall comply with the Civil Rights Act of 1964, Government Code Section 11135 and all other applicable laws and regulations, in addition to complying with the CONTRACTOR's CDSS, CCLD license. COUNTY and CONTRACTOR agree that CONTRACTOR will accept or reject children for placement consistent with CONTRACTOR's Program Statement and in compliance with CONTRACTOR's license. Such determination may not be arbitrary and capricious, unreasonable or discriminatory.

32.0 GRIEVANCES

CONTRACTOR shall establish written procedures to resolve grievances by Certified Foster Parents or staff of CONTRACTOR.

33.0 EVENTS OF DEFAULT

33.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement either immediately or within such longer time period as noticed by COUNTY, if COUNTY determines, at its sole discretion, that any of the following circumstances exists:

- 33.1.1 CONTRACTOR has made a material misrepresentation of any required information in the Program Statement; or
- 33.1.2 CONTRACTOR fails to comply with or perform any material provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement; or

33.1.3 Notice is given by CDSS that CONTRACTOR's Foster Family Agency Program Rate will be terminated. Actual termination of the Rate is not required for default pursuant to this provision.

33.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

33.2.1 CONTRACTOR ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

33.2.2 The filing of a voluntary petition in bankruptcy;

33.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

33.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

33.3 Other Events of Default

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

34.0 TERMINATION FOR CONTRACTOR'S DEFAULT

34.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 33.0, Events of Default, this Agreement may be subject to termination, by the Board of Supervisors, either immediately or within such longer time period as noticed by COUNTY.

34.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Section, COUNTY may recover damages to the extent permitted by applicable law, subject to the terms of the Dispute Resolution, Section 58.0.

After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the

basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement.

- 34.3 CONTRACTOR shall not be liable, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but not be limited to: acts of God or of the public enemy, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, riots, earthquakes, quarantine restrictions, strikes, freights embargoes and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR.
- 34.4 If, after COUNTY has given notice of termination under the provisions of this Section, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section, the contract will remain in full force and effect.

35.0 TERMINATION FOR IMPROPER CONSIDERATION

- 35.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 35.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 35.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

36.0 TERMINATION FOR CONVENIENCE

- 36.1 COUNTY may terminate this Agreement, in whole or in part, with or without cause, at any time in its sole discretion. Termination of Services hereunder shall be effected by delivery to CONTRACTOR of a ninety (90) Day advance notice of termination specifying the extent to which performance of Services under this Agreement is terminated and the date upon which such termination becomes effective .
- 36.2 After approval of the termination by the Board of Supervisors, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children. In addition, CONTRACTOR shall:
 - 36.2.1 Stop Services under this Agreement on the effective date of termination.
 - 36.2.2 Continue to perform, as required by this Agreement until the effective date of termination.
- 36.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement.

37.0 TERMINATION OF AGREEMENT BY CONTRACTOR FOR CONVENIENCE

- 37.1 This Agreement may be terminated when such action is deemed by CONTRACTOR to be in its best interest. Termination of this Agreement shall be effective by the delivery to COUNTY of written notice of termination pursuant to Section 21.0, Notices, specifying the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ninety (90) Days after the notice is sent, unless COUNTY notices CONTRACTOR, pursuant to Section 21.0, Notices, that the termination will be effective in thirty (30)

Days. In the event of a breach by COUNTY under this Agreement, CONTRACTOR shall have all remedies available at law, subject to the terms of Section 58.0.

CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated Services, provided that such amounts may be offset against any amounts COUNTY claims are due from CONTRACTOR pursuant to the terms of this Agreement.

- 37.2 After receipt of a notice of termination, COUNTY will provide for the continued placement or removal of Placed Children in a fashion that is consistent with the best interest of children.

38.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 38.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is COUNTY's policy to conduct business only with responsible contractors.
- 38.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in contract, debar CONTRACTOR from bidding or proposing on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 38.3 COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated any term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

- 38.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 38.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- 38.6 After consideration of any objection, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 38.7 These terms shall also apply to Subcontractors of COUNTY contractors.

39.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 39.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
- 39.2 All funds for payment are conditioned upon COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent Fiscal Year periods are dependent upon similar Board of Supervisors' action.
- 39.3 In the event COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding Fiscal Year to meet COUNTY's anticipated obligations to providers under contracts, then Services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by COUNTY. COUNTY shall notify

CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

- 39.4 In the event that COUNTY's Board of Supervisors adopts, any Fiscal Year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year for Services provided by CONTRACTOR under this Agreement. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions, unless this Agreement is terminated for convenience.

40.0 CONFLICT OF INTEREST

- 40.1 Notwithstanding any other provision of this Agreement, COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of Services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such Services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such Services.
- 40.2 No DCFS employee, either active or on leave status, shall serve as an employee or contractor of CONTRACTOR in any capacity on a full or part-time basis. No DCFS employee either active or on leave status shall be certified as a foster parent except when the DCFS Director, or delegate, has signed a written waiver to this prohibition for purposes of entering into a foster-adopt plan of action.
- 40.3 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

41.0 EMPLOYEE BENEFITS AND TAXES

- 41.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 41.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit L).

43.0 AGREEMENT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 43.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual Services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 43.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures, as set forth in Section 11.0, Records and Investigations.
- 43.3 COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all this Agreement's terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected may be reported to the Board of Supervisors. The report may include CONTRACTOR's response to these deficiencies and improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent

with such corrective action measures, COUNTY may terminate this Agreement or take action consistent with Section 17.0.

- 43.4 At the request of COUNTY, upon reasonable notice, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

44.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

45.0 CRIMINAL CLEARANCES

- 45.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law and as more fully set forth in the Statement of Work, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with Placed Children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.
- 45.2 CONTRACTOR agrees to follow the requirements for criminal clearances found in California Health and Safety Code Section 1522 (Exhibit F) incorporated herein by reference as though set forth in full. CONTRACTOR shall also perform a Child Abuse Index check for each of its employees.
- 45.3 CONTRACTOR shall obtain a criminal clearance or an approved criminal record exemption on each individual for whom such clearance or exemption is required, prior to any contact with Placed Children.

COUNTY will assist CONTRACTOR in working with the CCLD to ensure minimum waiting time for clearance. CONTRACTOR shall require that individuals with either a clearance or an exemption report any subsequent arrest, conviction, and probation or parole violation, to the CONTRACTOR and CCLD within 48 hours.

- 45.4 CONTRACTOR shall immediately notify COUNTY, if CONTRACTOR learns, from a Child Abuse Index check or other means, of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with Placed Children while providing services under this Agreement when such information becomes known to CONTRACTOR.

46.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 46.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

46.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

46.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 46.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 46.1, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default

by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) Days of within notice shall be grounds upon which COUNTY Board of Supervisors may terminate this Agreement pursuant to Section 34.0, Termination for Default and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

46.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR REEMPLOYMENT LIST

47.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the Services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.

47.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform Services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012
FAX: (213) 680-2450

48.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

48.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 48.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

Region II – West San Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA 90221

Region VI – Southeast County
5460 Bandini Blvd.
City of Bell, CA 90201

Region VII – East San Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

- 48.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same,

requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

49.0 CONSIDERATION OF HIRING FORMER FOSTER YOUTH

- 49.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform Services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants, as described in Sections 47.0 and 48.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020
FAX: (213) 383-3773

- 49.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

50.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

51.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3)

working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

52.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

53.0 PROPRIETARY RIGHTS

- 53.1 During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such materials, data and information developed under and/or used in connection with this Agreement make copies thereof, and use the working papers and the information contained therein.
- 53.2 To the extent that 45 CFR 95.617 applies to this Agreement, this Section 53.2 shall be applicable. Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein. To the extent that 45 CFR 95.617 does not apply, nothing precludes the CONTRACTOR from seeking a trademark to its intellectual property developed during the term of this contract.
- 53.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 53.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify

CONTRACTOR of any Public Records request for items described in Section 53.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

53.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 53.4 for:

53.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 53.3;

53.5.2 Any materials, data and information covered under Section 53.2; and

53.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law

53.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

53.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

53.8 The provisions of Sections 53.5, 53.6, and 53.7 shall survive the expiration or termination of this Agreement.

54.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS

54.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Agreement.

54.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.

- 54.3 CONTRACTOR shall, for any Real Property, land or Fixed Asset costing \$25,000 or more of funds provided to the CONTRACTOR through this Agreement, submit to COUNTY a lease/purchase analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. COUNTY shall, within 15 working days of receipt of any such request for approval, provide a written response to CONTRACTOR by certified mail. If COUNTY's response is not received within 15 days working days, CONTRACTOR will notify the Deputy Director, Bureau of Finance of designee for DCFS.

55.0 REPORTING SUSPECTED CHILD ABUSE

- 55.1 CONTRACTOR agrees that the safety of the Placed Child will always be the first priority. To ensure the safety of the Placed Children, CONTRACTOR will and CONTRACTOR will train Certified Foster Parents to **immediately**, upon discovery, notify the Child Protection Hotline (CAHL), the DCFS Quality Assurance Division, and CCLD, whenever CONTRACTOR reasonably suspects that a Placed Child has been a victim of abuse and/or is in danger of future abuse. CONTRACTOR will remain with the Placed Child if imminent risk is present. The CONTRACTOR shall not and Certified Foster Parents will be trained not to investigate allegations of child abuse and establish disposition prior to the investigation by the DCFS Quality Assurance Division and CCLD. If the CONTRACTOR decertifies a Certified Family Home at the request of the Certified Foster Parent during an investigation and prior to disposition CONTRACTOR shall note the investigative status on the Foster Family Agencies Notification of Action Taken form [LIC #197].
- 55.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 55.2.1 A requirement that all employees, consultants, or agents performing Services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 55.2.2 To the extent possible and reasonable, CONTRACTOR will educate employees, consultants or agents who are not mandated reporters of child abuse, as defined in California Penal Code Section 11166 et seq, on procedures for reporting any reasonable suspicion of child abuse.

- 55.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the Placed Child is always the first priority.

56.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit K.

57.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

58.0 DISPUTE RESOLUTION

- 58.1 CONTRACTOR and COUNTY agree to act promptly and diligently to first mutually resolve any disputes, pursuant to procedures set forth in this Agreement. CONTRACTOR and COUNTY agree that CONTRACTOR may not commence any lawsuit or other legal action until CONTRACTOR has first exhausted the dispute resolution procedures set forth in this Agreement. All such disputes shall thereafter be subject to the provisions of Section 58.3.
- 58.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue to perform hereunder, except for any performance which COUNTY determines should not be performed as a result of such dispute consistent with Section 17.0 of this Agreement. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 58.3 As to any legal action arising out of or relating to this Agreement, CONTRACTOR and COUNTY hereby waive their respective right to trial by jury **(and instead agree to trial by a judge _____ [please initial])** of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either CONTRACTOR against COUNTY or COUNTY against CONTRACTOR.
- 58.4 Nothing herein precludes the COUNTY and CONTRACTOR from mutually agreeing in writing to settle any disputes by binding arbitration or any other alternative dispute resolution procedure.
- 58.5 This Section 58.0 shall not apply to third party claims brought by or on behalf of an individual, his/her heirs, assigns and/or successors-in-interest, based upon, or relating to, injuries allegedly sustained by that individual when he/she was a Placed Child.

59.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words 'doing business' and 'main db'.)*

60.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit S of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

61.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

62.0 COMPLIANCE WITH JURY SERVICE PROGRAM

CONTRACTOR is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit O and incorporated by reference into and made a part of this Agreement.

62.1 Written Employee Jury Service Policy

62.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

62.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a Subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard and is approved as such by the COUNTY, or 2) CONTRACTOR has a longstanding practice that defines the lesser number of hours as full-time. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

62.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

62.1.4 CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

63.0 INTERPRETATION OF AGREEMENT

63.1 Validity

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

63.2 Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

63.3 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

63.4 Construction of Agreement

COUNTY and CONTRACTOR expressly agree that both parties have had the opportunity to obtain the assistance of counsel in reviewing its terms prior to execution. This Agreement shall therefore be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

63.5 Caption Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY AGREEMENT
FOR FOSTER CARE**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

Refugio Para Ninos
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND FORTNER, County Counsel

BY _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY FOSTER CARE AGREEMENT**

STATEMENT OF WORK

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY FOSTER CARE AGREEMENT**

STATEMENT OF WORK

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PART A

OVERVIEW OF THE FOSTER FAMILY AGENCY STATEMENT OF WORK

PART A: OVERVIEW OF THE FOSTER FAMILY AGENCY STATEMENT OF WORK

OVERVIEW

The Department of Children and Family Services (DCFS) has incorporated in this Statement of Work (SOW) the following principles of child placement in which DCFS: (1) determines a Placed Child's permanency plan as quickly as possible; (2) implements permanency plans in family settings; and (3) if the permanency plan is for out-of-home placement, *wraps the necessary services around the Placed Child* to ensure placement success and prevent replacements.

Consistent with these actions, the COUNTY has included, in addition to former and other deliverables, corresponding deliverables regarding: (1) the training requirements of Certified Foster Parents; (2) permanency planning; (3) adoption; (4) sibling-group placements; and (5) neighborhood/school-based placements.

1. Training of Certified Foster Parents

These deliverables are found in the SOW, Section C 4.1. CONTRACTORS shall train Certified Foster Parents to meet the Placed Children's needs and understand the objectives to include: (1) family reunification; (2) permanent placement; (3) adoption; (4) placing sibling groups in the same home; and (5) neighborhood/school-based placements.

2. Permanency Planning

These deliverables are found in the SOW, Section C 4.2. The CONTRACTOR shall for all Placed Children document on the CONTRACTOR's intake form the Placed Child's permanency plan as provided by the Children's Social Worker (CSW). The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in a family reunification, permanent placement, adoptive, sibling group, or neighborhood/schoolbased Certified Family Home setting that is consistent with the Placed Child's permanency plan.

The deliverables addressing permanency planning also include: (1) preplacement visits [SOW, Section C 4.10]; (2) a reason a Foster Family Agency (FFA) may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting consistent with the Placed Child's permanency plan [SOW, Section C 4.11]; (3) the content of the Needs and Services Plan [SOW, Section C 4.15] and; (4) the types of Services provided [SOW, Sections C 4.20–24].

3. Adoption

These deliverables are found in the SOW, Section C 4.2. When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the

CONTRACTOR's intake form whether the Certified Family Home, which also has an approved adoption home study, is available and appropriate prior to accepting the child.

The deliverables addressing adoption also include: (1) facilitating legal permanency plans [SOW, Section C 4.21]; (2) participation in adoption assessments [SOW, Section C 4.22]; and (3) providing adoption-related Services [SOW, Section C 4.23].

4. Sibling-Group Placements

These deliverables are found in the SOW, Section C 4.3. Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW. For sibling groups placed within different Certified Family Homes in the same FFA, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home or reasons why it is inappropriate in the Placed Children's case records.

The deliverables addressing sibling group placements also include: (1) preplacement visits [SOW, Section C 4.10]; (2) a reason a FFA may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting for a sibling group [SOW, Section C 4.11]; and (3) the content of the Needs and Services Plan [SOW, Section C 4.15].

5. Neighborhood/School Based Placements

These deliverables are found in the SOW, Section C 4.4. The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in an appropriate Certified Family Home in the child's own neighborhood or in the same school district so that the child may continue to attend his/her home school.

The deliverables addressing neighborhood/school based placements also include: (1) emergency replacements [SOW, Section C 1.2]; (2) preplacement visits [SOW, Section C 4.10]; (3) a reason a FFA may choose to assess a Certified Family Home for placement of more than two children to arrange a placement setting in the child's own neighborhood or school district [SOW, Section C 4.11]; and (4) the content of the Needs and Services Plan [SOW, Section C 4.15].

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PART C: DELIVERABLE, LEVEL OF PERFORMANCE, AND BY WHOM MONITORED

1.0 CHILD SAFETY, SUPERVISION, AND CERTIFIED FAMILY HOME ENVIRONMENT

DELIVERABLE	TASK	MONITORED BY
1.1 Prior authorization required for movement of a DCFS Placed Child within the CONTRACTOR's program.	<p>The CONTRACTOR may move a Placed Child from one home to another home within the CONTRACTOR's program only after receiving prior authorization from either the Placed Child's CSW, the CSW's supervisor, or the CSW's administrator, except as set forth in Section 1.2. This Section 1.1 shall apply to any movement of a Placed Child, which is sought by CONTRACTOR to provide respite care to a Certified Foster Parent. The CONTRACTOR shall document the name of the approving CSW or administrator and place it in the Placed Child's record.</p> <p>The COUNTY shall not unreasonably withhold or delay authorization for the CONTRACTOR to move a Placed Child from one home to another.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.2 Procedure for emergency replacement.	<p>In the event of an emergency, the CONTRACTOR may move a Placed Child without prior authorization from the CSW. The FFA shall make every effort to keep the child in the same school. For the purposes of this paragraph, an emergency is defined as any situation that threatens the health and safety of the Placed Child or others in the Certified Family Home.</p> <p>The CONTRACTOR shall notify either the Placed Child's CSW, the CSW's supervisor, the CSW's administrator or, after working hours, the Child Protection Hotline (800-540-4000), of the emergency replacement. Notification shall be made as soon as possible but no later than 24 hours after the Placed Child is moved. The CONTRACTOR shall then discuss the situation with the CSW or the CSW's supervisor and document the conversation and decision in the Placed Child's record.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.3 Staff requirements and exceptions.	The CONTRACTOR shall adhere to all Community Care Licensing Division (CCLD) requirements in connection with staff requirements and exceptions.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.4 Declarations of part-time contract social workers.	The CONTRACTOR shall place any CCLD approved exceptions in the affected employee's personnel file and make them available to DCFS upon request. The CONTRACTOR is responsible to obtain written declarations from any contract social workers utilized on a part-time basis to the effect that the contract social worker's total contracted caseload with all contracting agencies does not exceed 15 Placed Children.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
1.5 Required Services by CONTRACTOR's social work staff.	The CONTRACTOR's social work staff shall provide Services as set forth in the CONTRACTOR's Program Statement, Exhibit B of the Agreement, and in Title 22, Division 6, Chapter 8.8, Sections 88065(a)(9), 88065.3(a) and (g), 88068.1(b)(2) and (3), 88068.2(a), and 88068.3(a). These Services shall include: (1) qualified social work personnel available on a 24-hour basis to respond to any emergency within a two-hour period; (2) provision of social Services of the FFA; (3) orientations for potential Certified Foster Parents; (4) initial and continued evaluation and assessment of Certified Foster Parents and Certified Foster Parents' homes; (5) intake and continued assessments of Placed Children to determine if the FFA can meet the Placed Child's Service needs; (6) placement of the child in the Certified Family Home; (7) development of the Needs and Services Plan and updates of the Needs and Services Plan; (8) supervision of the placement including direct contact with the Placed Child and the Certified Foster Parents; and (9) provision of support services to the Certified Foster Parents.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.6 Requirements and duties of Certified Foster Parents and others who supervise Placed Children.	The CONTRACTOR shall monitor for compliance that the Certified Foster Parents and others who supervise the Placed Children meet all the requirements and perform all the duties specified in (1) Title 22, Division 6, Chapter 1, Sections 80065(d) (2), 80065(e), and 80065(g) through (m); and (2) Division 6, Chapter 4, Sections 83064(b), 83065(b), 83065.1, and 83066(d).	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
1.7 Submit staff fingerprint clearances, a Criminal Record Statement (LIC 508), Child Abuse Index checks, and reporting of subsequent arrests or convictions.	<p>For the safety and welfare of the Placed Children, the CONTRACTOR agrees, as permitted by law, to: (1) submit FBI fingerprint clearances for all staff having contact with clients; (2) ensure that all employment applications include a completed Criminal Record Statement (LIC 508); and (3) follow the requirements for criminal clearance found in California Health and Safety Code, Section 1522 (Exhibit F) and as specified in Title 22, Division 6, Chapter 1, Article 3, Section 80019(a)(2). The CONTRACTOR shall also submit a Child Abuse Index check for each hired employee.</p> <p>The CONTRACTOR shall notify the COUNTY Program Manager of any known arrest and/or subsequent conviction, other than for minor traffic offenses, of the following: (1) any employee, independent contractor, volunteer staff, or Subcontractor who comes in contact with Placed Children while providing Services under the Agreement; (2) any adult responsible for administration or direct supervision of staff; (3) any person, other than a Placed Child, residing in the facility; (4) any person who provides a Placed Child assistance in dressing, grooming, bathing or personal hygiene; (5) if the CONTRACTOR is a firm, partnership, association, or corporation, the chief executive officer of CONTRACTOR or other person serving in like capacity; and (6) additional officers of the governing body of the applicant, or other persons with a financial interest in the applicant, as determined necessary by CDSS by regulation. Such notice shall be given within one working day of the time such information becomes known to the CONTRACTOR.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.8 Staff language requirements.	The CONTRACTOR shall, to the extent possible and if resources are available, provide staff and social work personnel who are proficient in both speaking and writing the language of the CONTRACTOR's Certified Foster Parents and the Placed Children.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.9 Monitoring the supervision of Placed Children.	The CONTRACTOR shall, in accordance with Title 22 and the Needs and Services Plan, monitor for compliance that Certified Foster Parents and caretakers know where the Placed Children are at all times and are able to identify who is responsible for the Placed Child's supervision. The Placed Child may leave the Certified Family Home unaccompanied, if age appropriate, for specific purposes in accordance with the Needs and Services Plan.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
1.10 Required visits by social work staff with Placed Child and Certified Foster Parents.	<p>The CONTRACTOR's social work staff shall make and document weekly face-to-face contacts with the Placed Child during the first three (3) months of placement. Two of the weekly contacts each month shall be made in the Certified Family Home. These requirements apply to initial placements of children of any age. They also apply to any subsequent replacements in the CONTRACTOR's Certified Family Homes of children five years old and younger for three (3) months and of children six years and older for one (1) month. Thereafter there shall be no fewer than two face-to-face contacts per month approximately 14 days apart with each Placed Child and Certified Foster Parent. The FFA social workers shall interview the Placed Children privately at least monthly regarding quality of life issues and shall document the results of these interviews.</p> <p>The CONTRACTOR shall document an inspection of each Certified Family Home for compliance with Title 22 per the timelines and provisions of the approved Program Statement.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.11 Monitoring of housing, furniture, housekeeping, and home environment for health, safety, appropriateness, maintenance, and cleanliness.	<p>The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, Division 6, Chapter 1, Sections 80087 and 80088, and Chapter 4, Sections 83087, 83087.1, 83087.2, and 83088, to provide: (1) a home and yards that are safe, well-maintained, and appropriately furnished; (2) age appropriate environment; (3) a bedroom, or sufficient space in a shared bedroom, with a comfortable mattress in good condition and adequate space to store clothing and personal items; (4) an appropriate and well-lit space for studying; (5) acceptable housekeeping; and (6) safety gates and latches.</p> <p>The CONTRACTOR shall monitor Certified Foster Parents for compliance with Title 22, Division 6, Chapter 1, Articles 7 and 8, and Chapter 4, Article 7, regarding physical environment and health-related Services.</p> <p>The CONTRACTOR shall monitor for compliance that: (1) Placed Children are not exposed to second-hand smoke; and (2) Placed Children under eighteen (18) years of age are not permitted to use any tobacco products under any circumstances.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
1.12 Monitoring of chores.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents appropriately assign and supervise performance of chores within the context of a family setting appropriate to the Placed Child.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

2.0 HEALTH/MEDICAL NEEDS

DELIVERABLE	TASK	MONITORED BY
2.1 Meeting the medical, dental, and psychiatric needs of the Placed Child.	<p>The CONTRACTOR shall monitor that the necessary medical, dental, and psychiatric needs of the Placed Child are met in accordance with the Child Health Disability Prevention Program (Exhibit A-IX), the Medi-Cal program, and Title 22, Division 6, Chapter 1, Section 80075, and Chapter 4, Section 83075.</p> <p>If a Placed Child does not have valid proof of Medi-Cal coverage, the CONTRACTOR shall immediately contact the Foster Care Hotline (800-697-4444) and notify the CSW.</p> <p>For any services eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the Placed Child through a COUNTY or COUNTY contracted facility.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.2 Obtaining reimbursement for medical, dental, and psychiatric costs.	<p>The CONTRACTOR shall utilize the Medi-Cal program for all eligible medical, dental, and psychiatric care costs for Placed Children.</p> <p>For any services not eligible for Medi-Cal reimbursement and not covered by private insurance, the CONTRACTOR shall, to the extent feasible, obtain medical, dental, or psychiatric care services for the Placed Child through a COUNTY or COUNTY contracted facility.</p> <p>For any non-emergency services not eligible for Medi-Cal reimbursement, not covered by private insurance, and not obtainable at a COUNTY or COUNTY contract facility, the CONTRACTOR must request by facsimile prior written approval from the CSW or the CSW's supervisor. If the CSW does not respond to CONTRACTOR's verbal or written request within three (3) business days, CONTRACTOR may attempt to contact the SCSW. If the SCSW does not respond to CONTRACTOR within three (3) business days, services shall be considered to be pre-approved by the CSW or SCSW.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.3 Use of Child Health Disability Prevention (CHDP) medical/dental providers.	<p>The CONTRACTOR shall, to the extent possible, utilize a Child Health Disability Prevention (CHDP) provider doctor/dentist, who does CHDP equivalent exams and performs the initial medical/dental assessment, care, and follow through. See Exhibit A-IX, Requirements for Medical/Dental Exams for Placed Children (Periodicity Schedule for Health Assessment Requirements by Age Groups).</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
2.4 Monitoring immunizations and routine health care.	The CONTRACTOR shall monitor the immunization and routine health care status of all Placed Children and shall accurately reflect this information in the Placed Child's medical records folder or Health Portion of the Health and Education Passport when provided by DCFS.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.5 Maintenance of plans for emergency medical and dental treatment of Placed Children.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents have plans for emergency medical and dental treatment of a Placed Child.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.6 Providing physical/dental exams, medical/dental care, and medical/dental instructions prior to Emancipation.	To the extent reimbursed by Medi-Cal or private insurance or otherwise reimbursed by the COUNTY, the CONTRACTOR shall ensure that each Placed Child receives routine physical and dental exams, any needed medical or dental care, and information and instructions on any on-going medical or dental treatment or medications needed within the three-month period prior to Emancipation.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.7 Monitoring of grooming and hygiene.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide Placed Children age-appropriate instructions in proper grooming and personal hygiene.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.8 Providing psychiatric care and clinical evaluations by DMH approved providers.	<p>The CONTRACTOR shall monitor for compliance that psychiatric needs of the Placed Child are met in accordance with the CHDP Program, Medi-Cal program and CCLD regulations, to the extent that funding and Services are available.</p> <p>The CONTRACTOR shall take all necessary steps to monitor that any Placed Child in its care with a known history of psychiatric problems (including hospitalizations) receive a clinical evaluation, provided that such evaluation is authorized by the Department of Mental Health (DMH), and submit the written results of such tests, when in possession, to the CSW.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
2.9 Providing emergency psychiatric treatment.	The CONTRACTOR shall have a plan for emergency psychiatric treatment of a Placed Child. Each Certified Foster Parent shall be trained in the procedures to activate this plan.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.10 Providing assessment, continuing evaluation, and the required court authorizations for Placed Children on psychotropic medication.	<p>The CONTRACTOR shall monitor for compliance that Placed Children on psychotropic medication have a psychiatric/psychological assessment, indicating the Placed Child's diagnosis, need for treatment, prognosis, and possible side effects of the medication. The CONTRACTOR shall arrange for the Placed Child to receive monthly evaluations by the prescribing physician unless otherwise documented by the physician.</p> <p>The CONTRACTOR in conjunction with the CSW shall monitor each psychotropic medication of a Placed Child that: (1) the prescribing physician submits a request and obtains court authorization; and (2) these requests and orders are renewed every six (6) months (Exhibit A-X). Upon receipt from the CSW or physician, the CONTRACTOR shall maintain copies of the court authorizations in the Placed Child's case record.</p> <p>The CONTRACTOR shall incorporate into the treatment plan all psychotropic medication(s) the Placed Child receives.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
2.11 Monitoring of medications.	<p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents record type, date, and time of all prescription and non-prescription medication administered to the Placed Child.</p> <p>At the time of a child's replacement, the CONTRACTOR shall entrust any medications and court authorizations for the administration of psychotropic drugs to the CSW.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
<p>2.12 Maintaining the Health Portion of the Health and Education Passport.</p>	<p>The Health and Education Passport (Black Binder) consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.</p> <p>The CSW will provide CONTRACTOR with all medical information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. The CONTRACTOR shall update the Health Portion of the Placed Child's Black Binder during the course of treatment by following the instructions on page 1. This includes the mental health, dental, and health information regarding: (1) providers' names and addresses; (2) all mental health, dental, and health problems identified and Services provided, visits, and testing; (3) hospitalizations; (4) immunizations; (5) allergies; (6) current medications; and (7) any other relevant mental health, dental, and health information. The doctor or his staff must record medical and dental information such as immunizations given, medical diagnoses, and prescribed medication. (For the Education Portion of the Black Binder, see Section 5.1 below.)</p> <p>If the Black Binder is not provided by the CSW within thirty (30) days of initial placement of child, the CONTRACTOR is to initiate the Black Binder information (Exhibit I) and report lack of receipt of the Black Binder to DCFS Program Manager. The CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.</p> <p>The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the COUNTY or the CSW if the CSW is not present at the time of the Placed Child's departure. (See Welfare and Institutions Code (WIC), Section 16010, Exhibit I.). The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.</p> <p>The CONTRACTOR shall provide the Certified Foster Parents with copies of updated relevant records when received from DCFS for inclusion in the Black Binder.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.</p>	<p>CSW, Program Manager(s), DCFS Audits/Monitoring Staff</p>

3.0 CHILDREN'S PERSONAL NEEDS/SURVIVAL AND ECONOMIC WELL-BEING

DELIVERABLE	TASK	MONITORED BY
3.1 Monitoring the amount of the Placed Child's allowance.	<p>The CONTRACTOR shall abide by the requirements outlined in Title 22, Division 6, Chapter 1, Section 80026 and adhere to their own Program Statement.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide an allowance which is appropriate to the Placed Child's age and reasonably commensurate with peer group standards as described in the CONTRACTOR's Program Statement.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.2 Monitoring of the allowance logs.	<p>The CONTRACTOR shall monitor for compliance that the Certified Foster Parent maintains a log indicating the date, the amount of allowance the Placed Child receives, and the Placed Child's signature (when age appropriate) upon receipt of the allowance.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.3 Securing and use of Placed Child's allowance, earnings, and other income, and monitoring that spending be in accordance with the Case Plan and the Placed Child's desires.	<p>The CONTRACTOR shall work with the Certified Foster Parents and the CSW to mutually agree on the method of securing the Placed Child's income and monitoring the Placed Child's use of funds, including the establishment of a bank account where appropriate. Certified Foster Parents shall encourage Placed Children age fourteen (14) and older to save their earnings for Emancipation.</p> <p>The Placed Child's allowance, earnings, or other income may be applied toward special clothing items, tools, and other personal property above the basic Services to be provided by the CONTRACTOR herein. Beyond supervision of spending for appropriateness, age, safety, and health, the CONTRACTOR shall monitor for compliance that Certified Foster Parents permit the Placed Child to spend his/her allowance, earnings, and other income in accordance with the Needs and Services Plan and as the Placed Child desires.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.4 Use of monetary consequences.	<p>Certified Foster Parents may apply monetary consequences in accordance with the Foster Youth Bill of Rights (Exhibit A-I). Independent Living Program (ILP) incentive money is considered "income" to the Placed Child and shall not be withheld from the Placed Child by the CONTRACTOR or Certified Foster Parents.</p> <p>Certified Foster Parents shall maintain an account of monetary fines collected.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
3.5 Monitoring that Placed Child's allowance or earnings are not used or substituted for items the CONTRACTOR or Certified Foster Parents must provide.	<p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents not require a Placed Child to use his/her allowance or earnings to purchase items that Certified Foster Parents or the CONTRACTOR is responsible to provide as described in the CONTRACTOR's Program Statement. These items include: (1) clothing; (2) personal care/hygiene items; and (3) diapers, baby clothes, baby sitter, etc., for child(ren) placed with a minor parent if the Certified Foster Parents receive infant supplement money.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents do not substitute monetary allowances with non-monetary items such as clothing, food, and other items that Certified Foster Parents are responsible for providing.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.6 Securing a Placed Child's money.	If a Placed Child is unable to handle money, the CONTRACTOR shall provide the Placed Child with instruction on how to handle money and put the Placed Child's money in a secure place until the Placed Child is able to handle his/her money independently.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.7 Monitoring for a balanced diet and snacks.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide a balanced diet in sufficient quantities as defined in Title 22, Division 6, Chapter 1, Section 80076, and Chapter 4, Section 83076. A variety of snacks shall be made reasonably available unless specified in the Needs and Services Plan.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.8 Monitoring for special diets and informing the CSW of the need for a special diet.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide for the special dietary needs of the Placed Child including, but not limited to, vegetarian diets, religious diets, or diets based on health needs as identified in the Needs and Services Plan. The CONTRACTOR shall inform the CSW when special dietary needs arise due to medical problems/conditions.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.9 Monitoring for health and safety in food preparation and storage.	The CONTRACTOR shall monitor for compliance with Title 22, Section 80076, for food storage, food preparation, and sanitation procedures to prevent transmission of infectious illnesses. The CONTRACTOR shall monitor for compliance that Certified Foster Parents do not serve frozen milk for drinking.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
3.10 Requirements regarding clothing size, condition, appropriateness, selection, cleaning, mending, monitoring, etc.	Clothing shall fit according to industry size charts and shall in no situation be too small or more than two sizes larger than actual measurements indicate. The clothing shall also be clean, in good condition, and appropriate for the intended use and season, including the school dress code. In no event shall the CONTRACTOR provide used/second hand underwear or shoes. The CONTRACTOR may use donations of new clothing to achieve the Clothing Standard. The Placed Child shall be involved in the selection of clothing based on the developmental level of the child. The clothing is the property of the Placed Child and shall be retained by the Placed Child or his/her representative upon termination of placement. The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide for laundry, dry cleaning, and mending of clothing in accordance with the Program Statement.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.11 Monitoring for meeting the full clothing standard in a timely manner.	The CONTRACTOR shall monitor for compliance that each Placed Child has the amount of clothing listed within the timeframes stated in the DCFS Clothing Standard (Exhibit A-VI).	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.12 Monitoring for meeting special clothing needs.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents plan with the Placed Child and arrange for the purchase (as appropriate) of school uniforms, sports clothing, sports equipment, special occasion clothing, and other necessary items for dances, proms, and graduation.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.13 Monitoring that Placed Child need not buy clothing with his/her own funds.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide each Placed Child with clothing without requiring the Placed Child to purchase clothing with his/her own funds. Notwithstanding the limitations of Sections 3.5, 3.12, and 3.13, if an expensive item(s) is desired that is not within the CONTRACTOR's budget for sufficient clothing, the Placed Child may volunteer to supplement the budget to purchase the desired item(s).	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.14 Monitoring and updating of clothing inventories.	The CONTRACTOR shall maintain a written inventory of each Placed Child's clothing. The CONTRACTOR shall update clothing inventories at least every six (6) months.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
3.15 Provision of storage and security of a Placed Child's clothing during placement.	Certified Foster Parents shall provide appropriate storage for the Placed Child's clothing. The COUNTY understands that clothing often disappears, particularly during home visits, and that clothing security is not entirely within the CONTRACTOR's control. All losses shall be documented as part of the clothing inventory, including a brief description of the circumstances involved. Repeated instances of clothing loss should be reported to the CSW.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.16 Monitoring for gathering and storage of a Placed Child's personal belongings at termination of placement.	<p>When the Placed Child is discharged, the CONTRACTOR shall ensure that the Placed Child's clothing accompanies the Placed Child to the next placement. If the Placed Child runs away, the CONTRACTOR shall monitor for compliance that the Certified Foster Parents gather these together, alert the CSW that such belongings are at the home, and, if the CSW does not collect the belongings, store them for up to 14 calendar days.</p> <p>After 14 days, the CONTRACTOR shall contact and inform the CSW that the clothing will be mailed to the COUNTY at the COUNTY's expense unless an alternate plan is agreed upon.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.17 Monitoring of personal care items.	<p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents: (1) supply each Placed Child, initially and replace as needed, with new personal hygiene and personal care items. These shall include the Placed Child's own toothbrush, toothpaste, comb and other hair-care items, shampoo, soap, deodorant, sanitary napkins, etc.; (2) offer choice among brands as long as the cost is reasonable; and (3) provide specific brands necessary for health reasons.</p> <p>The CONTRACTOR shall advise Certified Foster Parents to monitor the use of all products in aerosol or glass containers.</p> <p>Personal care/hygiene items shall be provided with consideration given to specific cultural and ethnic needs.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.18 Monitoring of supply, cleanliness, and condition of linens, blankets, window treatments, etc.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents: (1) supply sufficient clean face cloths, towels, and sheets; (2) provide clean and serviceable blankets and bedspreads; and (3) as needed replace worn, torn or frayed face cloths, towels, sheets, blankets, bedspreads, and window treatment(s).	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
3.19 Monitoring of planned activities and use of community resources.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents provide opportunity for and encourage, as appropriate, activities in accordance with Title 22, Division 6, Chapter 4, Section 83079(a), and the Needs and Services Plan including: (1) group interaction activities, both at the Certified Family Home and in the community; (2) physical activities such as games, sports, and exercise, both at the Certified Family Home and in the community; (3) individual and family-oriented leisure time activities; (4) educational activities such as assistance with homework; and (5) daily living skills activities such as bathing, dressing, grooming, manners, shopping, cooking, money management, and use of public transportation. However, in accordance with Title 22, Division 6, Chapter 4, Section 83079 (b), the Placed Child shall not be required to perform activities that interfere with school, training, treatment programs or family visits.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
3.20 Maintenance of life book/photo album.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents encourage and assist each Placed Child in creating and updating a life book/photo album of items that relate to childhood memories. If the Placed Child has not taken the life book with him/her, the CONTRACTOR shall provide the Placed Child's life book either to the CSW at the time the Placed Child departs from CONTRACTOR's care or, when the CSW is not present, to DCFS or the CSW within three (3) business days of the time of the Placed Child's departure.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

4.0 CHILDREN'S PERSONAL RIGHTS AND SOCIAL/EMOTIONAL WELL-BEING

DELIVERABLE	TASK	MONITORED BY
4.1 Training requirements for Certified Foster Parents.	<p>The CONTRACTOR shall train Certified Foster Parents to meet the Placed Children's needs and understand the objectives to include: (1) Family Reunification; (2) Permanent Placement; (3) Adoption; (4) placement of sibling groups in the same home; or (5) neighborhood/ school-based placements. The CONTRACTOR shall recruit Certified Foster Parents with these objectives in mind.</p> <p>The CONTRACTOR shall provide a minimum of 18 hours of initial Model Approach to Partnership in Parenting (MAPP) or equivalent training for each Certified Foster Parent prior to the placement of children and an additional 12 hours of training during the first year of certification. Training topics shall include the following: (1) cultural diversity; (2) discipline techniques; (3) child development; and (4) parenting skills. If possible, the CONTRACTOR shall include former foster youth in the training presentations. The CONTRACTOR shall provide an additional 15 hours of ongoing training for each Certified Foster Parent each year thereafter. Three of these hours may be provided in face-to-face training in the home.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.2 Permanency planning	<p>For all Placed Children the CONTRACTOR shall document on the CONTRACTOR's intake form the Placed Child's permanency plan as provided by the CSW. The CONTRACTOR shall, to the extent possible and appropriate, and in full communication and cooperation with the CSW, place each child in a family reunification, permanent placement, adoptive, sibling group, or neighborhood/school-based Certified Family Home setting that is consistent with the Placed Child's permanency plan. When the permanency plan is immediate adoption (the Placed Child has been identified as Fast Track to Permanency), the CONTRACTOR shall determine and document in the CONTRACTOR's intake form whether the Certified Family Home has an approved adoption home study, is available and appropriate prior to accepting the child.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.3 Sibling-group placements.	<p>Children, who are accepted as a sibling group and placed together, shall remain together unless approved by the CSW.</p> <p>For sibling groups placed within different Certified Family Homes in the same FFA, the CONTRACTOR shall document efforts to reunite siblings into one Certified Family Home or the reasons it is inappropriate in the Placed Children's case records.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.4 Community-based placement.	The CONTRACTOR shall, to the extent possible and appropriate and in full communication and cooperation with the CSW, place each child in an appropriate Certified Family Home in the child's own neighborhood or in the same school district so that the child may continue to attend his/her home school.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.5 Providing the location of the Certified Family Home prior to placement and not moving a Placed Child without COUNTY approval.	The CONTRACTOR shall provide to COUNTY, prior to placement, the location of the Certified Family Home. CONTRACTOR shall not move a Placed Child without approval from COUNTY.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.6 Acceptance of all children who meet Program Statement criteria.	The CONTRACTOR shall accept all children who meet the CONTRACTOR's Program Statement criteria when an appropriate vacancy is available. The CONTRACTOR's social work staff shall assess the FFA's ability to: (1) provide the required Services to meet the child's needs in the child's own neighborhood as appropriate based upon the information received from the child's CSW; and (2) facilitate family participation in treatment as appropriate based upon the information received from the child's CSW.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.7 Requirement for emergency intakes 24/7.	The CONTRACTOR shall notify DCFS regarding availability to accept emergency intakes 24 hours per day, seven days per week.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.8 Denying placement of children who do not meet the license or Program Statement criteria.	<p>The CONTRACTOR is responsible for denying placement of children, within the limitations of the information provided at the time of placement, who do not meet the license or Program Statement criteria for the FFA. If the CONTRACTOR determines that a referred child does not meet these criteria, the CONTRACTOR shall immediately notify the CSW. Upon request, the CONTRACTOR shall provide an explanation for such denial to the CSW.</p> <p>The CONTRACTOR shall not accept children with special health care needs, within the limitations of the information provided at the time of placement, unless an appropriate placement is available in a specialized Certified Family Home as specified in Title 22, Division 6, Chapter 4, Sections 83065.1, 83066, 83069.1, 83070.1, 83072.2, and 83087.1. [Special health care needs include medical technology dependence and other medical conditions that could deteriorate rapidly, causing permanent injury or death, as defined in Title 22, Division 6, Chapter 4, Section 83001(m)(1).]</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.9 Completing the Declaration in Support of Access to Juvenile Records form (DCFS 4389) for the release of records.	The CONTRACTOR shall complete and submit a DCFS 4389 (4/94), Declaration in Support of Access to Juvenile Records (WIC 827) (see Exhibit G), in order for the CSW to release the health, educational, behavioral/emotional, treatment, supervision, and Juvenile Court records of a specific Placed Child.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.10 Procedure for pre-placement visits.	<p>The CSW shall arrange a visit to the proposed CONTRACTOR's Certified Foster Parents prior to the child's/children's placement whenever possible. The CSW shall: (1) provide information to the CONTRACTOR regarding the child's/children's needs including all court reports and social studies in conformity with DCFS policy and confidentiality laws; (2) discuss the plan for the child(ren) to stay in the same neighborhood and/or school district including the transportation arrangement to his/her home school(s); and (3) provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.</p> <p>The CONTRACTOR shall: (1) discuss with the CSW the children currently living in the proposed Certified Family Home, including Placed Children's ages, backgrounds, and placing agencies; (2) discuss with both the CSW and referred child(ren), when age appropriate, the school programs, social work Services, and family and recreational activities that are available; (3) discuss the type of Services the child requires; (4) provide the CSW information concerning the proposed Certified Foster Parents' work schedules/outside commitments and day care plan for the child (if appropriate); and (5) provide the CSW information relating to any child abuse/neglect referrals and/or allegations which have been made concerning the proposed Certified Family Home/Certified Foster Parents, and describe action the CONTRACTOR has taken in response to such referrals/allegations.</p> <p>If, in consideration of the information provided by the CONTRACTOR, the CSW does not believe that the child's needs can be adequately met in the home of the proposed Certified Foster Parents, CONTRACTOR shall not place the child with the proposed Certified Foster Parents.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.11 Requirement of an assessment prior to the placement of more than two children in a Certified Family Home.	<p>Prior to more than a total of two (2) children being placed in a Certified Family Home, the CONTRACTOR's supervising social worker shall assess the placement to determine that the Certified Foster Parents: (1) are providing quality care for the currently Placed Children; (2) will be able to meet the needs of additional foster children; and (3) have at least 12 months of experience in caring for foster children.</p> <p>The experience requirement in Item (3) above may be less than 12 months to accommodate sibling groups or teenagers as long as all of the requirements in Items (1) and (2) are met. This assessment shall be included in the Needs and Services Plan or other document in the Placed Child's file and be readily accessible to the CSW and/or audit staff.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.12 Requirements for the orientation of Placed Children.	<p>The CONTRACTOR shall provide each newly Placed Child, in an age-appropriate manner, a comprehensive overview of the CONTRACTOR's program and procedures as described in the CONTRACTOR's Program Statement (Exhibit B), the LIC 613, Personal Rights form (Exhibit A-IV), the Foster Youth Bill of Rights (Exhibit A-I), WIC Section 16001.9 (Exhibit H), and, for children 11 years old and older, the Legal Rights of Teens. Such overview will include: (1) opportunities for achievement; (2) vocational and job training; (3) life-skills training; (4) recreation; (5) educational choices; (6) religious, spiritual, or ethical development in the faith of the Placed Child's or his/her parents' choice; (7) identification of Placed Child's FFA social worker; (8) Placed Child's clothing and weekly allowance; (9) Certified Foster Parent's house rules including discipline practices and grievance/complaint procedures; (10) school attendance requirements including school dress code and academic expectations; and (11) discharge procedures. The CONTRACTOR shall have the Placed Child or Placed Child's authorized representative sign an acknowledgement of completion of the orientation and the receipt of written copies of personal rights, Foster Youth Bill of Rights, the Legal Rights of Teens (11 years old and older), house rules, discipline practices, grievance/complaint procedures, and discharge procedures.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.13 Requirements for visitation of Placed Children.	<p>The CONTRACTOR and the CSW shall develop the visitation plan for the Placed Child's family and friends, complying with the orders of the Juvenile Court and taking into consideration any recommendations from the Placed Child's attorney and Court Appointed Special Advocate (CASA). The CONTRACTOR must allow visitation for the caseworker, attorney, and CASA. The CSW shall provide CONTRACTOR with copies of court orders regarding court ordered visitation (Exhibit G).</p> <p>The visitation plan shall be discussed with the Certified Foster Parent to facilitate his/her understanding of COUNTY's and the CONTRACTOR's expectations of the Certified Foster Parent, including the transportation arrangements and the birth parent/guardian visiting the Placed Child in the Certified Family Home when applicable. A copy of the visitation plan shall be given to the Certified Foster Parent.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.14 Requirements for the Needs and Services Plan.	<p>The CONTRACTOR's social worker shall develop a comprehensive, individualized Needs and Services Plan that: (1) contains both long-term and short-term goals that treat the identified needs of the Placed Child; (2) is specific, measurable, attainable, and time-limited; and (3) meets the requirements specified in Title 22, Division 6, Chapter 8.8, Sections 88070, 88070.1, 88068.2, 88068.3, and 88069.1.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.15 Required content of the Needs and Services Plan.	<p>Based upon information provided by the CSW and CONTRACTOR's initial assessment, the CONTRACTOR shall develop an initial Needs and Services Plan, the content of which is derived from Title 22, Division 6, Chapter 8.8, Section 88068.2(a). It shall include the following topics <i>[additional COUNTY requirements in brackets]</i>:</p> <p>(1) reason for placement [CSW to provide a description of circumstances and the presenting problems that resulted in the child becoming a Dependent of the court. The CSW shall also provide the Placed Child's permanency plan of Family Reunification, Permanent Placement, or Adoption.];</p> <p>(2) education [CSW to provide the Placed Child's educational history and history of services that were delivered to the child. The CONTRACTOR is to report on the Placed Child's educational needs and progress related to academic needs, school records, type and location of school, and the transportation arrangements to and from school];</p> <p>(3) health [CSW to provide the Placed Child's health history and services that were delivered to the child. The CONTRACTOR is to provide a health plan, which includes information regarding immunizations, medical problems, and medications];</p> <p>(4) training [Include a description of Services that will assist a Placed Child 14 years old or older with the transition to independent living such as establishing connections in the communities to which he/she will be going after placement to meet his/her counseling, educational, employment, medical, spiritual, and transportation needs];</p> <p>(5) personal care and grooming;</p> <p>(6) ability to manage his/her own money, including the maximum amount of money the Placed Child shall be permitted to have in her/her possession at any one time;</p> <p>(7) visitation, including the frequency of and any other limitation on visits to the family residence and other visits inside and outside the Certified Family Home [Include the transportation arrangements for family visits];</p> <p>(8) other specific Services, including necessary services to the Placed Child's parent(s) or guardian(s) [Include the short and long-term goals in the permanency plan and the tasks the CONTRACTOR will perform in achieving these goals. Include the appropriateness of returning the child to his/her own neighborhood or his/her own school district];</p> <p>(9) types of Services necessary, including treatment plan for placement with a treatment agency [Include assessment of the Placed Child's needs, an evaluation of prior treatment services for the child, and specific time-limited treatment goals and Services. Specify the responsibility and participation of the Placed Child, parent or guardian, CONTRACTOR's social worker, and CSW to implement the Needs and Services Plan]; and</p> <p>(10) planned length of placement, including the discharge plan specified in Section 88068.4 [Include projected date of completion of Case Plan objectives and termination of Services].</p> <p>The DCFS 709 (Exhibit A-V) is to be used in the development of the Needs and Services Plan, but it is not to serve as the plan itself.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.16 Required content of the modifications to the Needs and Services Plan.	For modifications to the Needs and Services Plan, include: (1) the Placed Child's need for continuing Services; (2) the need for modification in Services; and (3) the FFA's recommendation regarding the feasibility of the Placed Child's return to his/her home, placement in another facility, or move to independent living.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.17 Participation in the Needs and Services Plan by the Placed Child, CSW, Certified Foster Parents, and family.	<p>The CONTRACTOR shall ensure that: (1) the Placed Child, age and maturity permitting, the CSW, and the Certified Foster Parents are offered the opportunity to participate in the development of and any modifications to the Needs and Services Plan in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b) and 88068.3(b); (2) the CSW gives written approval of the Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Sections 88068.2(b)(1) and 88068.3(b)(1); and (3) the CSW, Placed Children age 14 years and older, and Certified Foster Parents receive copies of the approved Needs and Services Plan and any modifications thereto in accordance with Title 22, Division 6, Chapter 8.8, Section 88068.2(c) and 88068.3(c).</p> <p>Efforts to comply with the above requirements will be documented in the Placed Children's case files, and copies of Needs and Services Plan shall be provided to the Placed Child, age and maturity permitting, the CSW, and Certified Foster Parent.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.18 Placed Children's cultural awareness.	The CONTRACTOR shall discuss with Certified Foster Parents ways to provide opportunities to encourage the development of the Placed Child's cultural awareness, thereby increasing self esteem. Placed Children should be encouraged and allowed to participate in activities in which they have an interest such as dance, art, sports, music, etc.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.19 Developing life goals and objectives with the Placed Child.	The CONTRACTOR shall discuss with Certified Foster Parents on teaching the Placed Child how to set short-term and long-term goals and objectives appropriate to the developmental level of the Placed Child. The CONTRACTOR shall discuss possible short-term and long-term goals and objectives with the Placed Child as they relate to his/her Needs and Services Plan, career plans, strengths and interests, and educational possibilities. These discussions of life goals are to help prepare the Placed Child for Emancipation and adulthood, and, where the permanency plan is for Family Reunification, return to his/her family.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.20 Providing reunification Services.	If the permanency plan is for Family Reunification, the CONTRACTOR shall assist the COUNTY in reunification efforts by: (1) placing the child with a home in his/her own neighborhood to the extent possible; (2) facilitating visits of the Placed Child with the family consistent with the orders of the court and the Needs and Services Plan; (3) offer and/or support other reunification Services such as family counseling; (4) arranging the Placed Child's transportation and the monitoring of visits as needed. The CONTRACTOR shall monitor for compliance that the Certified Foster Parents cooperate with such reunification efforts and visitation.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.21 Facilitating legal permanency plans.	The CONTRACTOR shall facilitate the implementation of any permanent placement plan determined by the COUNTY for a Placed Child under the CONTRACTOR's care. The CONTRACTOR shall facilitate a Placed Child's visitation with prospective foster or adoptive parents as requested by the COUNTY.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.22 Participation in adoptions assessments.	If the Placed Child's permanency plan is for Adoption, the CONTRACTOR shall participate with the CSW and/or Adoptions Worker to assess both the strengths and special needs of a Placed Child to assist in determining an appropriate adoptive home.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.23 Providing adoption-related Services.	<p>The CONTRACTOR shall facilitate the Placed Child's involvement in adoption-related activities and visits with prospective adoptive families. The CONTRACTOR shall provide counseling, support, and education for the Placed Child and his/her Certified Foster Parents in making decisions and transitions related to adoption or to any other legally permanent placement.</p> <p>The COUNTY shall provide information and the CONTRACTOR shall be fully informed about the Adoption Assistance Program and the differences between legal guardianship, adoption and foster care.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.24 Required transportation Services for Placed Children.	No Placed Child shall miss going to school or medical appointments for reasons that the CONTRACTOR does not provide or arrange transportation. The CONTRACTOR shall arrange transportation to activities as agreed to by the CONTRACTOR in the Needs and Services Plan. These activities may include school, ILP, teen clubs, place of child's employment, adoption-related events, visits with the family/relatives and prospective adoptive families, job training, extra-curricular or recreational activities, therapy, medical/dental appointments, religious service of Placed Child's or family's preference, sibling visits, etc. This can include teaching the Placed Child to take public transportation, and arranging transportation with other care providers or outreach advisors, ILP coordinators, CSWs, etc. The CONTRACTOR shall provide transportation and transportation expenses as outlined in Exhibit B, the CONTRACTOR's Program Statement.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.25 Monitoring drivers' licenses, vehicle safety, and vehicle equipment.	The CONTRACTOR shall monitor and maintain the necessary records to meet the transportation requirements of Title 22, Division 6, Chapter 1, Section 80074 and Chapter 4, Section 83074. These requirements include the following: (1) drivers must be licensed for the type of vehicle operated; (2) the manufacturer's rated seating capacity must not be exceeded; (3) vehicles used to transport Placed Children must be maintained in a safe operating condition; (4) infants must be secured in a car seat designed for infants; (5) children up to six years of age who weigh less than 60 pounds must be secured in a child passenger restraint system meeting applicable federal motor safety standards (Cal. Veh. Code, Section 27360); and (6) children over six and less than sixteen years of age, and who weigh 60 pounds or more, must be secured in a child passenger restraint system or safety belt meeting applicable federal motor vehicle safety standards (Cal. Veh. Code, Section 27360.5(b))	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
4.26 Monitoring Certified Foster Parents' driving records and auto liability insurance.	The CONTRACTOR shall monitor and maintain records to verify that Certified Foster Parents or their designated drivers who transport the Placed Children: (1) have and maintain a valid driver's license with the Department of Motor Vehicles; and (2) insure their vehicles, if used to transport the Placed Children, at or above the minimum bodily injury and property damage limits required by the State of California.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
4.27 Written notice at least 7 days prior to the discharge of a Placed Child.	<p>COUNTY and CONTRACTOR mutually agree that the lack of stability in placement is harmful to children and that the goal of this section is to maximize communication to lead to increased stability for children. All reasonable efforts shall be made to stabilize a child's placement and to determine whether any additional services may be provided to the child, without resorting to an unnecessary and traumatizing replacement of a child from the CONTRACTOR's Certified Family Home.</p> <p>The CONTRACTOR shall give the Regional Administrator and the Placed Child's CSW supervisor electronic notice (or fax) whenever CONTRACTOR identifies concerns regarding issues potentially affecting the stability of a child's placement. Whenever possible, this notice will occur 30 days or more in advance of any expected placement disruption. Whenever the CONTRACTOR notifies the COUNTY of issues potentially affecting the stability of a child's continued placement in CONTRACTOR's Certified Family Home, COUNTY and CONTRACTOR shall conduct a case conference to determine whether the child's placement may be stabilized and/or additional services may be provided, without removing the child from the CONTRACTOR's Certified Family Home. At least 7 days prior to the requested discharge of a Placed Child, CONTRACTOR shall give the Regional Administrator, the Placed Child's CSW supervisor, and the Out-of-Home Care Division electronic notice (or fax), unless it is agreed upon at the case conference that less notice is necessary due to an immediate threat to the health or safety of the Placed Child or others.</p> <p>COUNTY and CONTRACTOR will pursue appropriate performance indicators to be measured and reported on regarding increased placement stability.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

5.0 EDUCATION AND WORKFORCE READINESS

DELIVERABLE	TASK	MONITORED BY
5.1 Maintaining the Education Portion of the Health and Education Passport.	<p>The Health and Education Passport (Black Binder) consists of: (1) instructions on page 1; (2) medical and dental information in Section 1; (3) educational information in Section 2; and (4) placement documentation in Section 3.</p> <p>The CSW will provide the CONTRACTOR with all educational information and reports in their possession to be contained in the Placed Child's Black Binder, or the equivalent, at the time of placement subject to confidentiality law restrictions. This includes the educational information regarding: (1) the educational providers' names and addresses; (2) the Placed Child's grade level performance; (3) attendance; (4) school records; (5) where applicable, IEP and/or special educational services provided; and (6) any other relevant educational information. (For the Health Portion requirements of the Black Binder, see Section 2.12 above.)</p> <p>If the Black Binder is not provided by the CSW within thirty (30) days of initial placement of child, the CONTRACTOR is to initiate the Black Binder information (Exhibit I) and report lack of receipt of the Black Binder to DCFS Program Manager. The CONTRACTOR shall not be held responsible in an audit for failure to have documents that were in existence at the time of placement but were not provided to the CONTRACTOR by the COUNTY.</p> <p>The CONTRACTOR shall provide the updated Black Binder to the CSW at the time the Placed Child departs from the CONTRACTOR's program or provide the Black Binder within forty-eight (48) hours to the COUNTY or the CSW if the CSW is not present at the time of Placed Child's departure. (See WIC Section 16010, EXHIBIT I.). The CONTRACTOR shall update and be responsible for the Black Binder information only during the course of the placement.</p> <p>The CONTRACTOR shall provide the Certified Foster Parents with copies of updated relevant records when received from DCFS for inclusion in the Black Binder.</p> <p>The CONTRACTOR shall monitor for compliance that Certified Foster Parents maintain in a secure location (inaccessible to children) all documents set forth in Title 22, Division 6, Chapter 4, Section 83070.</p>	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
5.2 Enrollment of a Placed Child in school in three days.	The CONTRACTOR shall to the extent possible keep the Placed Child in his/her home school. The CONTRACTOR shall enroll each school-age Placed Child in school within three (3) school days of placement or the first day following the detention hearing, provided that the necessary enrollment information is provided to the CONTRACTOR. Such efforts shall be documented and reported to the CSW if the Placed Child is not enrolled in school after this time. The CONTRACTOR shall communicate and work with the school/school district to determine and meet the Placed Child's educational needs in accordance with the court order(s) and the Needs and Services Plan.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.3 Monitoring Certified Foster Parents' participation in Placed Child's school program.	The CONTRACTOR shall monitor for compliance that the Certified Foster Parent(s) make reasonable efforts to: (1) represent the Placed Child at parent meetings, open houses, etc.; (2) work with the Placed Child's teachers and academic counselor to monitor educational progress, attendance, development, educational level, behavior, assessment of strengths and weaknesses, and the overall academic achievement; (3) encourage and assist the Placed Child to participate in school activities; and (4) arrange appropriate transportation to and from school.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.4 Monitoring daily homework and cognitive/developmental stimulation.	The CONTRACTOR shall monitor that Certified Foster Parents engage the Placed Child in age and developmentally appropriate activities. These may include computer access time, tutoring, visits to the library or museums, reading, arts, crafts, music, dramas, and other extra-curricular activities.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.5 Seeking teacher recommended activities and tutoring for the Placed Child.	The CONTRACTOR shall arrange for tutoring to improve the Placed Child's basic skills to the extent that these Services are available and are specified in the Needs and Services Plan. The CONTRACTOR is not obligated to pay for items covered by public funds.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.6 Reporting educational information to the CSW.	The CONTRACTOR shall document in the quarterly update to the Needs and Services Plan and report to the CSW the following information: (1) Placed Child's attendance; (2) Placed Child's academic and extra-curricular achievements; (3) issues of concern related to school matters; (4) Placed Child's behavior; (5) school officials' concerns about the Placed Child's health; (6) suspension or discipline of the Placed Child; (7) academic credits; and (8) strengths of the Placed Child.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
5.7 Requirements for school photos, uniforms, proms, graduations, etc.	The CONTRACTOR shall monitor that each Placed Child receives school photos and uniforms when appropriate. The CONTRACTOR shall monitor that each Placed Child is given the opportunity to attend his/her prom(s) and graduation(s).	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.8 Developing and implementing the TILP.	The CONTRACTOR shall participate with the CSW in the development of a Transitional Independent Living Plan (TILP) for each Placed Child 14 years or older and should receive an updated, signed TILP for any Placed Child within 6 months following his/her 16 th birthday. The CONTRACTOR shall have a copy of the TILP received from the CSW on file. The CONTRACTOR and Certified Foster Parents shall work in conjunction with the CSW to implement the Placed Child's TILP as appropriate.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.9 Completing the DCFS 5205 B (Revised 12-02).	For all Placed Children ages 14 years and older, the FFA social worker and the Certified Foster Parents shall work cooperatively with the CSW and the Placed Children to facilitate the CSW's completion of the DCFS 5205 B (Revised 12-02), "Emancipation Preparation Goal Contract," every six months. (See Exhibit A-XI of the Agreement.)	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.10 Monitoring for cooperation with the E-STEP program.	The CONTRACTOR shall monitor for compliance that Certified Foster Parents cooperate and facilitate participation by Placed Children ages 14 years and older in the COUNTY's Early Start to Emancipation (E-STEP) program. The CSW shall make every effort to provide CONTRACTOR with at least two weeks notice of acceptance to the program.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff
5.11 Facilitating participation of the Placed Child in the ILP program.	In addition to providing Services as elsewhere set forth in this SOW, the CONTRACTOR shall cooperate and facilitate participation by Placed Children, ages 16 and older, in the COUNTY's ILP plans for emancipating youth, including vocational training, work experience, and educational opportunities. The CONTRACTOR shall not keep Placed Children from attending vocational training programs or working on the job for reasons of punishment.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

DELIVERABLE	TASK	MONITORED BY
5.12 Teaching the Placed Child independent living skills.	The CONTRACTOR shall work with the Certified Foster Parent to develop an individualized plan for each Placed Child to provide the Placed Child the opportunity to learn basic living skills within the context of the family home setting. Such skills may include, as age appropriate: (1) learning to plan, shop for and prepare balanced meals; (2) purchase and care of clothing; (3) basic housekeeping skills; (4) budgeting; (5) use of public transportation as appropriate; and (6) personal safety.	CSW, Program Manager(s), DCFS Audits/Monitoring Staff

SOW Final, 7-2503

Exhibit U

REFUGIO PARA NIÑOS FOSTER FAMILY AGENCY CORRECTIVE ACTION PLAN (CAP)

RECOVERY OF QUESTIONED EXPENDITURES

Background

- On September 5, 2000, the Auditor-Controller ("Auditor") issued a report of Refugio Para Ninos ("Refugio") which identified \$759,006 in questioned expenditures. As the result of negotiations between the Department of Children and Family Services ("DCFS") and Refugio and a March 2003 Informal Hearing, Refugio's obligation was reduced to \$233,456, which Refugio's Board of Directors has agreed to repay.
- A subsequent Auditor-Controller report entitled, "Allegations Against Refugio Para Ninos FFA", dated January 18, 2005 identified an additional \$858,609 in questioned expenditures resulting from improper use of foster care funds on a Multicultural Counseling Center, payment of excessive salary and employee benefits to REFUGIO'S Executive Director, etc. Included in this total are fundraising costs in excess of funds raised of \$481,316. The Auditor-Controller has agreed to review Refugio's fundraising expenditures for allowability. To the extent that the Auditor determines these fundraising expenses are reasonable and allowable, the questioned expenditures identified in the Auditor's January 2005 report will be reduced. Subject to the Auditor's sole determination of the allowability of REFUGIO'S fundraising expenditures, Refugio's Board of Directors has agreed to repay the questioned expenditures identified in this report, up to a total of \$858,609.

A. Corrective Action Plan for Recovery of Questioned Expenditures Identified in the Auditor-Controller's September 5, 2000 and January 15, 2005 Reports

1. The Auditor shall review Refugio's fundraising expenditures for reasonableness and allowability. To the extent the Auditor determines that these expenditures are reasonable and allowable, the Auditor will determine the effect of its findings on the questioned fundraising

expenditures and will provide DCFS with a revised questioned fundraising cost total and total questioned expenditures from the January 15, 2005 report.

2. Refugio shall enter into a signed repayment agreement with the County within two weeks of the Auditor's determination of the total questioned expenditures from the January 15, 2005 report, or upon execution of Refugio's new FFA contract with the COUNTY, whichever is later.
3. Once completed, the repayment plan shall be attached to and incorporated by reference into this CAP and thus subject to Sections 1.4 and 3.4 of the new contract (i.e., FFA Agreement).
4. The agreement shall provide for the repayment of Refugio's remaining obligation of \$233,456 from the September 2000 report, as well as the sum of \$858,609 from the January 2005 report. If the Auditor finds that the fund raising expenditures are an allowable cost, that amount will be deducted from the aggregate sum of \$1,092,065.
5. The repayment agreement will also identify a payment schedule, over a period of time not to exceed ten (10) years, that will be strictly adhered to, with the first payment commencing on the tenth day of the month after the new contract (i.e., FFA Agreement) is executed or immediately thereafter.

Refugio shall contact DCFS to schedule an appointment to sign the repayment agreement.

Contact Person: Sue Harper, ASMI
DCFS Fiscal Monitoring & Special Payments
800 S. Barranca Avenue, 5th Floor
Covina, CA 91723
Phone: (213) 351-5719 or (626) 858-1402

6. Refugio shall not use current period foster care funds, that does not include un-expended foster care funds, to repay the questioned expenditures identified in the two reports discussed above. However, if Refugio determines that repayment with un-expended foster care funds and/or funds from other non-County sources is not feasible, the County will consider proposals from Refugio for the use of current period foster care funds. In order for such a proposal to be approved by the County, Refugio shall provide written proof that its proposal does not result in a reduction of the FFA program and does not negatively impact on the quality of life for children placed by the County.

EDUCATION OF REFUGIO'S BOARD OF DIRECTORS AND PERSONNEL

Background

Testimony provided to the Board of Supervisors at its January 25, 2005 meeting by members of Refugio's former Board of Directors (and others involved in the review and authorization of expenditures such as Refugio's former Chief Financial Officer) demonstrated total unfamiliarity on the part of these individuals with the provisions of the Federal Office of Management and Budget (OMB) Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook .

B. Corrective Action Plan for Education of Refugio's Board of Director's and other Agency Personnel on OMB Circular A-122 and the Auditor-Controller Contracting Accounting and Administration Handbook

1. Refugio shall provide training on the provisions of the Federal Office of Management and Budget (OMB) Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook to members of its Board of Directors and officers and appropriate staff.
2. Refugio will identify a trainer and present a training schedule and curriculum to DCFS by April 1, 2005.
3. Training shall begin no later than two (2) weeks after submission of the training schedule to DCFS and shall be completed within three (3) months of the execution of the new contract (i.e., FFA Agreement)..
4. As new Board members are appointed and new officers and staff are hired, Refugio shall ensure the same level of training is provided to its new Board members, its new officers, and such personnel as is appropriate and thereafter shall provide proof thereof to DCFS.

C. Corrective Action Plan for Structure of Refugio's Board of Directors.

1. Refugio's Board of Directors must, at all times, consist of at least seven (7) individuals, none of whom are interested parties or employees of Refugio. Moreover, Refugio must operate in compliance with the California Corporations Code.

EXCESSIVE COMPENSATION

Background

The Auditor's September 2000 and January 2005 report concluded that the salary and benefits paid to Refugio's Executive Director (ED) were excessive. The September 2000 report included \$456,536 in questioned compensation to the ED and included a recommendation to establish compensation guidelines for FFA Executive Directors. In the January 2005 report, the ED, in addition to his salary for administering the FFA, had begun receiving \$2,500 per month to administer a Multicultural Counseling Center that was established by Refugio and funded with foster care funding.

D. Corrective Action Plan to Ensure Compensation Levels for REFUGIO Personnel are Not Excessive

1. Refugio must adhere to the most current Child Welfare League of America ("CWLA") salary guidelines when establishing the salary of its new Executive Director. Should the agency determine that the Executive Director's salary will exceed the "mean" salary for an agency of Refugio's size (as identified in the applicable CWLA Salary Study), DCFS' approval to pay a higher salary shall be obtained prior to executing an employment agreement for the Executive Director position.
2. Regarding pension contribution, Refugio shall require that the Executive Director participate in a qualified ERISA plan, the same plan that applies to other agency employees. In the event Refugio provides employee benefits to its Executive Director through a plan, other than a qualified ERISA plan, Refugio shall refer to the applicable CWLA Salary Study to determine "mean" contribution level for applicable employee benefits plan. Should Refugio determine that contributions to the Executive Director's non-ERISA employee benefits plan will exceed the "mean" contribution level identified in the CWLA Salary Study, DCFS' approval to fund a higher level of contributions shall be obtained.

MONITORING OF REFUGIO BY DCFS

The County will perform periodic monitoring to ensure compliance with the requirements of this CAP and the new contract (i.e., FFA Agreement), as well as to ensure that the conditions noted in the Auditor's September 2000 and January 2005 reports do not recur.

E. Corrective Action Plan for Monitoring of Refugio by the County

1. Within ninety (90) days of the execution of the new contract (i.e., FFA Agreement), DCFS, with the assistance of the Auditor staff, shall conduct a review of Refugio to determine compliance with this CAP.
2. Within six (6) months of the execution of the new contract (i.e., FFA Agreement), the Auditor shall perform a more in-depth monitoring review of Refugio. The scope of this review may include, but not be limited to, areas involving compliance with this CAP as well as provisions in the new contract (i.e., FFA Agreement), etc.
3. At approximately ninety (90) days after completion of the fieldwork on the Auditor's in-depth monitoring review (referenced in E.2), DCFS shall perform a follow-up monitoring review.
4. At approximately 180 days after completion of the fieldwork on the Auditor's in-depth monitoring review (referenced in E.2), DCFS shall perform another follow-up monitoring review.
5. Refugio shall provide all requested information/documents to DCFS and the Auditor.
6. After each review, DCFS and the Auditor shall meet with Refugio to discuss their findings.
7. After each review, DCFS and the Auditor shall issue a written report of their findings to Refugio.
8. After any review, if material deficiencies (i.e., deficiencies cited in prior Auditor reports) exist or deficiencies that are not amenable to immediate remedy, the new contract (i.e., FFA Agreement) shall be terminated.
9. After any review, if deficiencies exist that can be immediately remedied, Refugio shall submit a written CAP to DCFS seven (7) days from the date of the Auditor's or DCFS's written report.
10. DCFS shall follow-up with Refugio to ensure corrective actions have taken place.
11. Based on the results of the monitoring review discussed in E.2 above, the Auditor shall determine the extent of any future monitoring of Refugio relative to this CAP by the Auditor.

12. During the term of this CAP, Monthly Expenditure Reports shall be submitted to DCFS by the 15th day of each month for the preceding month. The report shall be submitted for each month, or partial month.

- DCFS will review the monthly reports and alert Refugio to any potential problem areas.
- DCFS may request additional information to assess Refugio's compliance.

This CAP shall expire one year from the execution of the new contract (i.e., FFA Agreement) or upon completion of all monitoring of Refugio, as specified in Section E, *Corrective Action Plan For Monitoring of Refugio by the County*, whichever is later. However, even after expiration of this CAP, Refugio shall continue to perform under the repayment plan until the amount specified in the repayment plan is repaid to the County.

EXHIBIT C

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

ACCOUNTING SYSTEM

2.0 Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The

Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must

contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will

not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - accrual period
 - gross pay
 - itemized payroll deductions
 - net pay amount
 - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated**

documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vendor name and date
- checks – number
- vouchers – number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices

should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1. Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and

the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be

bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application

- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the

ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

- 5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

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Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items

purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:

- Basis of accounting (cash or accrual)
- Fiscal year
- Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
- indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT D

EMPLOYEE AND CERTIFIED FOSTER PARENT ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT D

EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL

This is to emphasize that it is necessary to protect the confidentiality of information obtained at the Department of Children and Family Services (DCFS). I understand that my employer, _____ has entered into an Agreement with the COUNTY of Los Angeles to provide various services to the COUNTY.

As an employee of _____, I must sign this Employee Acknowledgment and Confidentiality Agreement as a condition of my work to be provided by _____ for the COUNTY.

EMPLOYEE ACKNOWLEDGMENT

I understand that _____ is my sole employer for purpose of employment for services provided as defined in the body of this Agreement.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the term of employment as defined in the body of this Agreement.

I understand and agree that I am not an employee of DCFS for any purpose and that I do not have any and will not acquire any rights or benefits from the DCFS pursuant to any agreement between my employer, _____ and DCFS (Statement not applicable if there is a signed written waiver, as referenced in Section 40.2).

CONFIDENTIALITY AGREEMENT

As an employee of _____ involved with work pertaining to COUNTY services, I may have access to confidential data pertaining to clients of DCFS. All clients of DCFS are assured that information which they give is confidential. Names, addresses and all other information concerning the circumstances of any individual for whom or about whom information is obtained is confidential. This is true of all information whether written or oral.

I understand that I may not discuss any situation(s) which could possibly identify an individual, nor shall names, addresses, or any other identifying information of applicants, clients, foster parents, or birth parents ever be discussed. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

I hereby agree that I will not divulge to any unauthorized person any information obtained while performing work pursuant to the contract between _____
_____ and the COUNTY of Los Angeles.

I agree to refer all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations to the above by any other person and/or myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the COUNTY of Los Angeles Department of Children and Family Services. I agree to return all materials to my immediate supervisor upon termination of my employment with _____.

I acknowledge that violation of this Acknowledgment and Agreement may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.

Name: _____ **Date:** _____

Signature

Name: _____ Title/Position: _____

EXHIBIT D
CERTIFIED FOSTER PARENT CONFIDENTIALITY AGREEMENT

As a certified foster parent of _____ involved with work pertaining to County services, I may have access to confidential data pertaining to clients of the Department of Children and Family Services (DCFS). All clients of DCFS are assured that information which they give is confidential. Names, addresses and all other information concerning the circumstances of any individual for whom or about whom information is obtained is confidential. This is true of all information whether written or oral.

I understand that I may not discuss any situation(s) which could possibly identify an individual, nor shall names, addresses or any other identifying information of applicants, clients, foster parents or birth parents ever be discussed. I will not read narratives, letters, documents or other information except as necessary in the performance of my duties. In the event that I find that I am assigned work in connection with a family or a client known to me, it is my responsibility to ask that work on that particular case be transferred.

I hereby agree that I will not divulge to any unauthorized person any information obtained while performing _____ work pursuant to the Agreement between _____ and the County of Los Angeles.

I agree to refer all requests for the release of information received by me to the Foster Family Agency certifying my home.

I agree to report any and all violations of the above by any other person and myself to the Foster Family Agency certifying my home and I agree to ensure that the Foster Family Agency certifying my home reports such violations to the County of Los Angeles Department of Children and Family Services. I agree to return all materials to the Foster Family Agency certifying my home upon termination of my certification by _____ or removal of my last placed child, whichever comes first.

I acknowledge that violation of this Certified Foster Parent Confidentiality Agreement may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Name _____ Date _____
(Signature)

Name _____
(Print)

EXHIBIT D
CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT
AND
CERTIFIED FOSTER PARENT CONFIDENTIALITY AGREEMENT

GENERAL

This is to emphasize that it is necessary to protect the confidentiality of information obtained from the Department of Children and Family Services.

I understand that the foster family agency certifying my home, _____, has entered into an Agreement with the County of Los Angeles to provide foster care support services to the County.

As a certified foster parent of _____, I must sign the Certified Foster Parent Confidentiality Agreement (on the reverse side of this page or attached) as a condition of my certification by _____.

CERTIFIED FOSTER PARENT ACKNOWLEDGEMENT

I understand that _____ is my certifying foster family agency. I rely exclusively upon the foster family agency certifying my home for reimbursement of expenses for basic services I provide for children placed in my home and any and all other benefits I receive on my behalf during the period of this relationship.

I understand and agree that I am not an employee of Los Angeles County's Department of Children and Family Services for any purpose and that I do not have any, and will not acquire any, rights or benefits from the County of Los Angeles pursuant to any agreement between the foster family agency certifying my home and the County of Los Angeles, unless I have obtained a signed written waiver to this prohibition from the DCFS Director, or delegate, for purposes of entering into a foster-adoption plan of action.

Please Note: The Certified Foster Parent Confidentiality Agreement is on the reverse side of this page or attached to it. Both pages of this document must be reviewed, signed and in the foster family agency's Foster Care Agreement with the County.

EXHIBIT E

INSTRUCTIONS FOR SEMI-ANNUAL EXPENDITURE REPORT AND SEMI-ANNUAL EXPENDITURE REPORT

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FOSTER FAMILY AGENCY SEMI-ANNUAL REVENUE AND EXPENDITURE SUMMARY**

Agency Name: _____ **Report Period:** _____

Agency Address: _____

Contact Person: _____ **Phone**

Number: _____

A. REVENUES:

Sources	(4) Total for 6 Months	(5) Year-to-Date
1. AFDC-FC FFA Revenues		
2. Other Governmental Revenues [Identify Sources(s)]		
3. Total Revenues		

B. CONTRACT EXPENDITURES

Expenditure Categories	(1) Allowable	(2) Unallowable	(3) Personal	(4) Total for 6 Months [Sum of Col. 1-3]	(5) Year-to-Date
1. Administrative Payroll (Total)					
a. Executive Director's Salary					
b. Assistant Director's Salary					
c. Administrator Salary					
d. Other Administrative Salaries					
2. Recruitment Payroll					
3. Training Payroll					

Expenditure Categories	(1) Allowable	(2) Unallowable	(3) Personal	(4) Total for 6 Months [Sum of Col. 1-3]	(5) Year-to-Date
4. Administrative Contracts					
5. Telephone and Telegraph					
6. Postage and Freight					
7. Office Supplies					
8. Conferences, Meetings, In-Service Training					
9. Memberships, Subscriptions and Dues					
10. Printing and Publications					
11. Bonding, Contractually Required Insurance Premiums					
12. Advertising					
13. Miscellaneous					
Subtotal					
14. Building and Equipment Payroll					
15. Building Rents and Leases					
16. Principal and Interest on Agency Mortgages					
17. Property Appraisal Fees					
18. Property Taxes					
19. Equipment and Property Insurance (not included in 10 above)					
20. Utilities					
21. Building Maintenance					
22. Building and Equipment Contracts					
23. Building and Equipment Supplies					
24. Equipment Leases					
25. Depreciation Expense					
26. Non-Depreciable Equipment					
27. Building and Equipment Miscellaneous					
28. Vehicle Leases					
29. Vehicle Depreciation					

Expenditure Categories	(1) Allowable	(2) Unallowable	(3) Personal	(4) Total for 6 Months [Sum of Col. 1-3]	(5) Year-to-Date
30. Vehicle Operating Costs					
Subtotal					

Expenditure Categories	(1) Allowable	(2) Unallowable	(3) Personal	(4) Total for 6 Months [Sum of Col. 1-3]	(5) Year-to-Date
31. Total Paid to Certified Family Homes (CFH)					
32. Other Child Related Costs (Not Provided by CFHs)					
33. Social Worker Payroll					
34. Social Worker Contracts					
Subtotal					
35. Total Expenditures					
36. Excess Revenues/Expenditures in Excess of Revenues					
37. Less: Revenues from Other Governmental Sources (Section A, Line 2, Column 4)					
38. Unexpended AFDC-FC FFA Funds/Expenditures in Excess of AFDC-FC FFA Revenues					

C. Briefly describe services rendered during the reporting period as required in the Agency's Program Statement

D. Please indicate any difficulties encountered rendering services and/or complying with the Program Statement. Please indicate any such differences that could jeopardize the timeliness of placement or care provided to a child.

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that all amounts are traceable to Agency accounting records, and that all AFDC-FC monies received for the purposes of this program were spent in accordance with the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to the California Government Code, Section 12650 et seq.

Executive Director

Date

Accounting Cycle: _____ Calendar Year
(Check one) _____ Fiscal Year

Begins: _____ Ends: _____

Accounting Basis: _____ Cash

(Check one) _____ Accrual

FFA Semi-Annual Expenditure Summary 7-29-03

**Department of Children and Family Services
Foster Family Agency Agreement
Semi-Annual Expenditure Report**

INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

1. **AFDC-FC-FFA Revenues:**

Report the total of all AFDC-FC-FFA payments received on this item do not include monies received for child clothing or any other non-AFDC-FC funds received.

2. **Other Government Revenue Sources:**

Report the total of all other government revenues received from sources that were designated for use in providing care and services of children placed by the agency on this line item. This includes, but is not limited to DCFS clothing allowances, funds received for the State school nutrition program, restricted donations and grant monies received.

3. **Total Revenues:**

The total of AFDC-FC FFA and Other Governmental Revenues received by the Agency during the 6-month period and on a Year-to-Date basis.

B. Expenditures – For each line item cost enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date. Of a cost item is shared among two or more programs, enter only the amount charged to the FFA program. To the extent the Agency believes that expenditures are fully allowable under the contract with the County, this amount should be recorded in Column 1. If the Agency is aware of either unallowable, or personal expenditures that have been charged to the FFA agreement with the County, these expenditures should be recorded in column 2 or 3, as appropriate. The total of expenditures in Columns 1, 2 and 3 is the amount that should be recorded in Column 4 as the Total for the 6-month period.

1. **Administration Payroll:**
Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.
2. **Recruitment Payroll:**
Report all payroll costs for recruitment staff.
3. **Training Payroll:**
Report all payroll costs for training staff.
4. **Administrative Contracts:**
Legal, consulting or other contract fees related to the program.
5. **Telephone and Telegraph:**
Report all costs related to telephone and telegraph
6. **Postage and Freight:**
Report all costs related to postage, mailings, and shipping
7. **Office Supplies:**
Report all costs incurred for office supplies
8. **Conferences, Meetings, In-Service Training:**
Report all costs, including travel and per-diem, related to conferences meetings, and training.
9. **Memberships, Subscriptions and Dues:**
Report all costs incurred for memberships, subscriptions, and dues.
10. **Printing and Publications:**
Report all costs incurred for printing and publications.
11. **Bonding, General Insurance:**
Report all costs incurred for bonding and general liability insurance.
12. **Advertising:**
Report all costs incurred for advertising.
13. **Miscellaneous:**
Report all other costs that are not included in any other specifically identified line items.
14. **Building and Equipment Payroll:**

Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.

15. **Building Rents and Leases:**

Report all costs incurred for rents or leases of buildings

16. **Acquisition Mortgage Principal and Interest:**

Report all costs related to acquisition mortgage principal and interest.

17. **Property Appraisal Fees:**

Report all costs incurred for property appraisal fees

18. **Property Taxes:**

Report all costs incurred for payment of property taxes.

19. **Building and Equipment Insurance:**

Report all costs incurred for building and equipment property insurance

20. **Utilities:**

Report all costs incurred for electricity, gas, water, sewer, and garbage

21. **Building Maintenance:**

Report all building maintenance costs related to the program.

22. **Building and Equipment Contracts:**

Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.

23. **Building and Equipment Supplies:**

Report all building and equipment supply costs.

24. **Equipment Leases:**

Report all costs incurred for equipment leases.

25. **Equipment Depreciation Expense:**

Report all depreciation expense related to equipment.

26. **Expendable Equipment:**

Report all costs incurred for purchases of expendable (non-capitalized) equipment.

27. **Building and Equipment Miscellaneous:**

Report miscellaneous building and equipment costs not previously identified.

28. **Vehicle Leases:**

Report all costs related to vehicle leases.

29. Vehicle Depreciation:

Report all depreciation expense related to vehicles.

30. Vehicle Operating Costs:

Report all vehicle operating and maintenance costs.

31. Total Paid to Certified Family Homes (CFH):

Report all payments made to Agency CFH's

32. Other Child Related Costs (Not Provided by CFHs):

Report all other child related costs incurred by the Agency. Do not include payments made to CFH's (reported in line 31).

33. Social Worker Payroll:

Report all payroll costs for Agency employed social workers

34. Social Worker Contracts:

Report all costs for contracted social workers.

35. Total Expenditures:

The total of expenditures reported by the Agency in Section B, Lines 1 through 34, Columns 4 and 5.

36. Excess Revenues/Expenditures in Excess of Revenues:

The difference between Total Revenues (Section A, Line 3, Columns 4 and 5) and Total Expenditures (Section A, Line 35, Columns 4 and 5)

37. Less: Revenues for Other Governmental Sources:

Total from Section A, Line 2, Columns 4 and 5.

38. Unexpended AFDC-FC FFA Funds/Expenditures in Excess of AFDC-FC FFA Revenues:

The difference between the total from Section B, Line 36, Columns 4/5 and the total for Section B, Line 37, Columns 4/5

V. Total:

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 4. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all program funds were spent in accordance with County, State

and Federal laws. The report must be submitted by the 60th calendar day after the end of the reporting period to DCFS Quality Assurance Division, 9320 Telstar Avenue, Suite #206, El Monte, California 91731

EXHIBIT F

HEALTH AND SAFETY CODE 1522 AND 11590

HEALTH AND SAFETY CODE SECTION 1522 - 1522.01

1522. The Legislature recognizes the need to generate timely and accurate positive fingerprint identification of applicants as a condition of issuing licenses, permits, or certificates of approval for persons to operate or provide direct care services in a community care facility, foster family home, or a certified family home of a licensed foster family agency. Therefore, the Legislature supports the use of the fingerprint live-scan technology, as identified in the long-range plan of the Department of Justice for fully automating the processing of fingerprints and other data by the year 1999, otherwise known as the California Crime Information Intelligence System (CAL-CII), to be used for applicant fingerprints. It is the intent of the Legislature in enacting this section to require the fingerprints of those individuals whose contact with community care clients may pose a risk to the clients' health and safety.

(a) (1) Before issuing a license or special permit to any person or persons to operate or manage a community care facility, the State Department of Social Services shall secure from an appropriate law enforcement agency a criminal record to determine whether the applicant or any other person specified in subdivision (b) has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in Section 290 of the Penal Code, for violating Section 245 or 273.5, subdivision (b) of Section 273a or, prior to January 1, 1994, paragraph (2) of Section 273a of the Penal Code, or for any crime for which the department cannot grant an exemption if the person was convicted and the person has not been exonerated.

(2) The criminal history information shall include the full criminal record, if any, of those persons, and subsequent arrest information pursuant to Section 11105.2 of the Penal Code.

(3) No fee shall be charged by the Department of Justice or the State Department of Social Services for the fingerprinting of an applicant for a license or special permit to operate a facility providing nonmedical board, room, and care for six or less children or for obtaining a criminal record of the applicant pursuant to this section.

(4) The following shall apply to the criminal record information:

(A) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g).

(B) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services may cease processing the application until the conclusion of the trial.

(C) If no criminal record information has been recorded, the Department of Justice shall provide the applicant and the State Department of Social Services with a statement of that fact.

(D) If the State Department of Social Services finds after licensure that the licensee, or any other person specified in paragraph (2) of subdivision (b), has been convicted of a crime other than a minor traffic violation, the license may be revoked, unless the director grants an exemption pursuant to subdivision (g).

(E) An applicant and any other person specified in subdivision (b) shall submit a second set of fingerprints to the Department of Justice for the purpose of searching the criminal records of the Federal Bureau of Investigation, in addition to the criminal records search required by this subdivision. If an applicant and all other persons described in subdivision (b) meet all of the conditions for licensure, except receipt of the Federal Bureau of Investigation's criminal history information for the applicant or any of the persons described in subdivision (b), the department may issue a license if the applicant and each person described in subdivision (b) has signed and submitted a statement that he or she has never been convicted of a crime in the United States, other than a traffic infraction, as defined in paragraph (1) of subdivision (a) of Section 42001 of the Vehicle Code. If, after licensure, the department determines that the licensee or any other person specified in subdivision (b) has a criminal record, the license may be revoked pursuant to Section 1550. The department may also suspend the license pending an administrative hearing pursuant to Section 1550.5.

(b) (1) In addition to the applicant, this section shall be applicable to criminal convictions of the following persons:

(A) Adults responsible for administration or direct supervision of staff.

(B) Any person, other than a client, residing in the facility.

(C) Any person who provides client assistance in dressing, grooming, bathing, or personal hygiene. Any nurse assistant or home health aide meeting the requirements of Section 1338.5 or 1736.6, respectively, who is not employed, retained, or contracted by the licensee, and who has been certified or recertified on or after July 1, 1998, shall be deemed to meet the criminal record clearance requirements of this section. A certified nurse assistant and certified home health aide who will be providing client assistance and who falls under this exemption shall provide one copy of his or her current certification, prior to providing care, to the community care facility. The facility shall maintain the copy of the certification on file as long as care is being provided by the certified nurse assistant or certified home health aide at the facility. Nothing in this paragraph restricts the right of the department to exclude a certified nurse assistant or certified home health aide from a licensed community care facility pursuant to Section 1558.

(D) Any staff person, volunteer, or employee who has contact with the clients.

(E) If the applicant is a firm, partnership, association, or corporation, the chief executive officer or other person serving in like capacity.

(F) Additional officers of the governing body of the applicant, or other persons with a financial interest in the applicant, as determined necessary by the department by regulation. The criteria used in the development of these regulations shall be based on the person's capability to exercise substantial influence over the operation of the facility.

(2) The following persons are exempt from the requirements applicable under paragraph (1).

(A) A medical professional as defined in department regulations who holds a valid license or certification from the person's governing California medical care regulatory entity and who is not employed, retained, or contracted by the licensee if all of the following apply: (i) The criminal record of the person has been cleared as a condition of licensure or certification by the person's governing California medical care regulatory entity. (ii) The person is providing time-limited specialized clinical care or services. (iii) The person is

providing care or services within the person's scope of practice. (iv) The person is not a community care facility licensee or an employee of the facility.

(B) A third-party repair person or similar retained contractor if all of the following apply: (i) The person is hired for a defined, time-limited job. (ii) The person is not left alone with clients. (iii) When clients are present in the room in which the repairperson or contractor is working, a staff person who has a criminal record clearance or exemption is also present.

(C) Employees of a licensed home health agency and other members of licensed hospice interdisciplinary teams who have a contract with a client or resident of the facility and are in the facility at the request of that client or resident's legal decisionmaker. The exemption shall not apply to a person who is a community care facility licensee or an employee of the facility.

(D) Clergy and other spiritual caregivers who are performing services in common areas of the community care facility or who are advising an individual client at the request of, or with the permission of, the client or legal decisionmaker, are exempt from fingerprint and criminal background check requirements imposed by community care licensing. This exemption shall not apply to a person who is a community care licensee or employee of the facility.

(E) Members of fraternal, service, or similar organizations who conduct group activities for clients if all of the following apply: (i) Members are not left alone with clients. (ii) Members do not transport clients off the facility premises. (iii) The same organization does not conduct group activities for clients more often than defined by the department's regulations.

(3) In addition to the exemptions in paragraph (2), the following persons in foster family homes, certified family homes, and small family homes are exempt from the requirements applicable under paragraph (1): (A) Adult friends and family of the licensee who come into the home to visit for a length of time no longer than defined by the department in regulations, provided that the adult friends and family of the licensee are not left alone with the foster children. (B) Parents of a foster child's friends when the foster child is visiting the friend's home and the friend, foster parent, or both are also present.

(4) In addition to the exemptions specified in paragraph (2), the following persons in adult day care and adult day support centers are exempt from the requirements applicable under paragraph (1): (A) Unless contraindicated by the client's individualized program plan (IPP) or needs and service plan, a spouse, significant other, relative, or close friend of a client, or an attendant or a facilitator for a client with a developmental disability if the attendant or facilitator is not employed, retained, or contracted by the licensee. This exemption applies only if the person is visiting the client or providing direct care and supervision to the client. (B) A volunteer if all of the following applies: (i) The volunteer is supervised by the licensee or a facility employee with a criminal record clearance or exemption. (ii) The volunteer is never left alone with clients. (iii) The volunteer does not provide any client assistance with dressing, grooming, bathing, or personal hygiene other than washing of hands.

(5) (A) In addition to the exemptions specified in paragraph (2), the following persons in adult residential and social rehabilitation facilities, unless contraindicated by the client's individualized program plan (IPP) or needs and services plan, are exempt from the requirements applicable under paragraph (1): a spouse, significant other, relative, or close friend of a client, or an attendant or a facilitator for a client with a developmental disability if the attendant or facilitator is not employed, retained, or contracted by the licensee. This

exemption applies only if the person is visiting the client or providing direct care and supervision to that client.

(B) Nothing in this subdivision shall prevent a licensee from requiring a criminal record clearance of any individual exempt from the requirements of this section, provided that the individual has client contact.

(6) Any person similar to those described in this subdivision, as defined by the department in regulations.

(c) (1) Subsequent to initial licensure, any person specified in subdivision (b) and not exempted from fingerprinting shall, as a condition to employment, residence, or presence in a community care facility, be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal convictions. The licensee shall submit these fingerprints to the Department of Justice, along with a second set of fingerprints for the purpose of searching the records of the Federal Bureau of Investigation, or to comply with paragraph (1) of subdivision (h), prior to the person's employment, residence, or initial presence in the community care facility. These fingerprints shall be on a card provided by the State Department of Social Services or sent by electronic transmission in a manner approved by the State Department of Social Services and the Department of Justice for the purpose of obtaining a permanent set of fingerprints, and shall be submitted to the Department of Justice by the licensee. A licensee's failure to submit fingerprints to the Department of Justice or to comply with paragraph (1) of subdivision (h), as required in this section, shall result in the citation of a deficiency and the immediate assessment of civil penalties in the amount of one hundred dollars (\$100) per violation. The department may assess civil penalties for continued violations as permitted by Section 1548. The fingerprints shall then be submitted to the State Department of Social Services for processing. Upon request of the licensee, who shall enclose a self-addressed stamped postcard for this purpose, the Department of Justice shall verify receipt of the fingerprints.

(2) Within 14 calendar days of the receipt of the fingerprints, the Department of Justice shall notify the State Department of Social Services of the criminal record information, as provided for in subdivision (a). If no criminal record information has been recorded, the Department of Justice shall provide the licensee and the State Department of Social Services with a statement of that fact within 14 calendar days of receipt of the fingerprints. Documentation of the individual's clearance or exemption shall be maintained by the licensee and be available for inspection. If new fingerprints are required for processing, the Department of Justice shall, within 14 calendar days from the date of receipt of the fingerprints, notify the licensee that the fingerprints were illegible. When live-scan technology is operational, as defined in Section 1522.04, the Department of Justice shall notify the State Department of Social Services, as required by that section, and shall also notify the licensee by mail, within 14 days of electronic transmission of the fingerprints to the Department of Justice, if the person has no criminal history recorded. A violation of the regulations adopted pursuant to Section 1522.04 shall result in the citation of a deficiency and an immediate assessment of civil penalties in the amount of one hundred dollars (\$100) per violation. The department may assess civil penalties for continued violations as permitted by Section 1548.

(3) Except for persons specified in paragraph (2) of subdivision (b), the licensee shall endeavor to ascertain the previous employment history of persons required to be

fingerprinted under this subdivision. If it is determined by the State Department of Social Services, on the basis of the fingerprints submitted to the Department of Justice, that the person has been convicted of, or is awaiting trial for, a sex offense against a minor, or has been convicted for an offense specified in Section 243.4, 273a, 273d, 273g, or 368 of the Penal Code, or a felony, the State Department of Social Services shall notify the licensee to act immediately to terminate the person's employment, remove the person from the community care facility, or bar the person from entering the community care facility. The State Department of Social Services may subsequently grant an exemption pursuant to subdivision (g). If the conviction or arrest was for another crime, except a minor traffic violation, the licensee shall, upon notification by the State Department of Social Services, act immediately to either (1) terminate the person's employment, remove the person from the community care facility, or bar the person from entering the community care facility; or (2) seek an exemption pursuant to subdivision (g). The State Department of Social Services shall determine if the person shall be allowed to remain in the facility until a decision on the exemption is rendered. A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by this paragraph shall be grounds for disciplining the licensee pursuant to Section 1550.

(4) The department may issue an exemption on its own motion pursuant to subdivision (g) if the person's criminal history indicates that the person is of good character based on the age, seriousness, and frequency of the conviction or convictions. The department, in consultation with interested parties, shall develop regulations to establish the criteria to grant an exemption pursuant to this paragraph.

(5) Concurrently with notifying the licensee pursuant to paragraph (3), the department shall notify the affected individual of his or her right to seek an exemption pursuant to subdivision (g). The individual may seek an exemption only if the licensee terminates the person's employment or removes the person from the facility after receiving notice from the department pursuant to paragraph (3).

(d) (1) Before issuing a license, special permit, or certificate of approval to any person or persons to operate or manage a foster family home or certified family home as described in Section 1506, the State Department of Social Services or other approving authority shall secure from an appropriate law enforcement agency a criminal record to determine whether the applicant or any person specified in subdivision (b) has ever been convicted of a crime other than a minor traffic violation or arrested for any crime specified in Section 290 of the Penal Code, for violating Section 245 or 273.5, subdivision (b) of Section 273a or, prior to January 1, 1994, paragraph (2) of Section 273a of the Penal Code, or for any crime for which the department cannot grant an exemption if the person was convicted and the person has not been exonerated.

(2) The criminal history information shall include the full criminal record, if any, of those persons.

(3) No fee shall be charged by the Department of Justice or the State Department of Social Services for the fingerprinting of an applicant for a license, special permit, or certificate of approval described in this subdivision. The record, if any, shall be taken into consideration when evaluating a prospective applicant.

(4) The following shall apply to the criminal record information: (A) If the applicant or other persons specified in subdivision (b) have convictions that would make the applicant's

home unfit as a foster family home or a certified family home, the license, special permit, or certificate of approval shall be denied. (B) If the State Department of Social Services finds that the applicant, or any person specified in subdivision (b) is awaiting trial for a crime other than a minor traffic violation, the State Department of Social Services or other approving authority may cease processing the application until the conclusion of the trial.

(C) For the purposes of this subdivision, a criminal record clearance provided under Section 8712 of the Family Code may be used by the department or other approving agency. (D) An applicant for a foster family home license or for certification as a family home, and any other person specified in subdivision (b), shall submit a set of fingerprints to the Department of Justice for the purpose of searching the criminal records of the Federal Bureau of Investigation, in addition to the criminal records search required by subdivision (a). If an applicant meets all other conditions for licensure, except receipt of the Federal Bureau of Investigation's criminal history information for the applicant and all persons described in subdivision (b), the department may issue a license, or the foster family agency may issue a certificate of approval, if the applicant, and each person described in subdivision (b), has signed and submitted a statement that he or she has never been convicted of a crime in the United States, other than a traffic infraction, as defined in paragraph (1) of subdivision (a) of Section 42001 of the Vehicle Code. If, after licensure or certification, the department determines that the licensee, certified foster parent, or any person specified in subdivision (b) has a criminal record, the license may be revoked pursuant to Section 1550 and the certificate of approval revoked pursuant to subdivision (b) of Section 1534. The department may also suspend the license pending an administrative hearing pursuant to Section 1550.5.

(5) Any person specified in this subdivision shall, as a part of the application, be fingerprinted and sign a declaration under penalty of perjury regarding any prior criminal convictions or arrests for any crime against a child, spousal or cohabitant abuse or, any crime for which the department cannot grant an exemption if the person was convicted and shall submit these fingerprints to the licensing agency or other approving authority.

(6) (A) The foster family agency shall obtain fingerprints from certified home applicants and from persons specified in subdivision (b) and shall submit them directly to the Department of Justice or send them by electronic transmission in a manner approved by the State Department of Social Services. A foster family home licensee or foster family agency shall submit these fingerprints to the Department of Justice, along with a second set of fingerprints for the purpose of searching the records of the Federal Bureau of Investigation or to comply with paragraph (1) of subdivision (b) prior to the person's employment, residence, or initial presence. A licensee's failure to submit fingerprints to the Department of Justice, or comply with paragraph (1) of subdivision (h), as required in this section, shall result in a citation of a deficiency, and the immediate civil penalties of one hundred dollars (\$100) per violation. The State Department of Social Services may assess penalties for continued violations, as permitted by Section 1548. The fingerprints shall then be submitted to the State Department of Social Services for processing.

(B) Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the Department of Justice shall verify receipt of the fingerprints. Within five working days of the receipt of the criminal record or information regarding criminal convictions from the Department of Justice, the department shall notify the applicant of any

criminal arrests or convictions. If no arrests or convictions are recorded, the Department of Justice shall provide the foster family home licensee or the foster family agency with a statement of that fact concurrent with providing the information to the State Department of Social Services.

(7) If the State Department of Social Services finds that the applicant, or any other person specified in subdivision (b), has been convicted of a crime other than a minor traffic violation, the application shall be denied, unless the director grants an exemption pursuant to subdivision (g).

(8) If the State Department of Social Services finds after licensure or the granting of the certificate of approval that the licensee, certified foster parent, or any other person specified in paragraph (2) of subdivision (b), has been convicted of a crime other than a minor traffic violation, the license or certificate of approval may be revoked by the department or the foster family agency, whichever is applicable, unless the director grants an exemption pursuant to subdivision (g). A licensee's failure to comply with the department's prohibition of employment, contact with clients, or presence in the facility as required by paragraph (3) of subdivision (c) shall be grounds for disciplining the licensee pursuant to Section 1550.

(e) The State Department of Social Services shall not use a record of arrest to deny, revoke, or terminate any application, license, employment, or residence unless the department investigates the incident and secures evidence, whether or not related to the incident of arrest, that is admissible in an administrative hearing to establish conduct by the person that may pose a risk to the health and safety of any person who is or may become a client. The State Department of Social Services is authorized to obtain any arrest or conviction records or reports from any law enforcement agency as necessary to the performance of its duties to inspect, license, and investigate community care facilities and individuals associated with a community care facility.

(f) (1) For purposes of this section or any other provision of this chapter, a conviction means a plea or verdict of guilty or a conviction following a plea of nolo contendere. Any action which the State Department of Social Services is permitted to take following the establishment of a conviction may be taken when the time for appeal has elapsed, or the judgment of conviction has been affirmed on appeal or when an order granting probation is made suspending the imposition of sentence, notwithstanding a subsequent order pursuant to Sections 1203.4 and 1203.4a of the Penal Code permitting the person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment. For purposes of this section or any other provision of this chapter, the record of a conviction, or a copy thereof certified by the clerk of the court or by a judge of the court in which the conviction occurred, shall be conclusive evidence of the conviction. For purposes of this section or any other provision of this chapter, the arrest disposition report certified by the Department of Justice, or documents admissible in a criminal action pursuant to Section 969b of the Penal Code, shall be prima facie evidence of the conviction, notwithstanding any other provision of law prohibiting the admission of these documents in a civil or administrative action.

(2) For purposes of this section or any other provision of this chapter, the department shall consider criminal convictions from another state or federal court as if the criminal offense was committed in this state.

(g) (1) After review of the record, the director may grant an exemption from disqualification for a license or special permit as specified in paragraphs (1) and (4) of subdivision (a), or for a license, special permit, or certificate of approval as specified in paragraphs (4) and (5) of subdivision (d), or for employment, residence, or presence in a community care facility as specified in paragraphs (3), (4), and (5) of subdivision (c), if the director has substantial and convincing evidence to support a reasonable belief that the applicant and the person convicted of the crime, if other than the applicant, are of such good character as to justify issuance of the license or special permit or granting an exemption for purposes of subdivision (c). Except as otherwise provided in this subdivision, no exemption shall be granted pursuant to this subdivision if the conviction was for any of the following offenses:

(A) (i) An offense specified in Section 220, 243.4, or 264.1, subdivision (a) of Section 273a or, prior to January 1, 1994, paragraph (1) of Section 273a, Section 273d, 288, or 289, subdivision (a) of Section 290, or Section 368 of the Penal Code, or was a conviction of another crime against an individual specified in subdivision (c) of Section 667.5 of the Penal Code. (ii) Notwithstanding clause (i), the director may grant an exemption regarding the conviction for an offense described in paragraph (1), (2), (7), or (8) of subdivision (c) of Section 667.5 of the Penal Code, if the employee or prospective employee has been rehabilitated as provided in Section 4852.03 of the Penal Code, has maintained the conduct required in Section 4852.05 of the Penal Code for at least 10 years, and has the recommendation of the district attorney representing the employee's county of residence, or if the employee or prospective employee has received a certificate of rehabilitation pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code. (B) A felony offense specified in Section 729 of the Business and Professions Code or Section 206 or 215, subdivision (a) of Section 347, subdivision (b) of Section 417, or subdivision (a) of Section 451 of the Penal Code. (2) The department shall not prohibit a person from being employed or having contact with clients in a facility on the basis of a denied criminal record exemption request or arrest information unless the department complies with the requirements of Section 1558.

(h) (1) For purposes of compliance with this section, the department may permit an individual to transfer a current criminal record clearance, as defined in subdivision (a), from one facility to another, as long as the criminal record clearance has been processed through a state licensing district office, and is being transferred to another facility licensed by a state licensing district office. The request shall be in writing to the State Department of Social Services, and shall include a copy of the person's driver's license or valid identification card issued by the Department of Motor Vehicles, or a valid photo identification issued by another state or the United States government if the person is not a California resident. Upon request of the licensee, who shall enclose a self-addressed envelope for this purpose, the State Department of Social Services shall verify whether the individual has a clearance that can be transferred. (2) The State Department of Social Services shall hold criminal record clearances in its active files for a minimum of two years after an employee is no longer employed at a licensed facility in order for the criminal record clearance to be transferred.

(i) The full criminal record obtained for purposes of this section may be used by the department or by a licensed adoption agency as a clearance required for adoption purposes.

(j) If a licensee or facility is required by law to deny employment or to terminate employment of any employee based on written notification from the state department that the employee has a prior criminal conviction or is determined unsuitable for employment under Section 1558, the licensee or facility shall not incur civil liability or unemployment insurance liability as a result of that denial or termination.

(k) (1) The Department of Justice shall coordinate with the State Department of Social Services to establish and implement an automated live-scan processing system for fingerprints in the district offices of the Community Care Licensing Division of the State Department of Social Services by July 1, 1999. These live-scan processing units shall be connected to the main system at the Department of Justice by July 1, 1999, and shall become part of that department's pilot project in accordance with its long-range plan. The State Department of Social Services may charge a fee for the costs of processing a set of live-scan fingerprints. (2) The Department of Justice shall provide a report to the Senate and Assembly fiscal committees, the Assembly Human Services Committee, and to the Senate Health and Human Services Committee by April 15, 1999, regarding the completion of backlogged criminal record clearance requests for all facilities licensed by the State Department of Social Services and the progress on implementing the automated live-scan processing system in the two district offices pursuant to paragraph (1).

(l) Amendments to this section made in the 1999 portion of the 1999-2000 Regular Session shall be implemented commencing 60 days after the effective date of the act amending this section in the 1999 portion of the 1999-2000 Regular Session, except that those provisions for the submission of fingerprints for searching the records of the Federal Bureau of Investigation shall be implemented 90 days after the effective date of that act.
1522.01.

(a) Any person required to be registered as a sex offender under Section 290 of the Penal Code shall disclose this fact to the licensee of a community care facility before becoming a client of that facility. A community care facility client who fails to disclose to the licensee his or her status as a registered sex offender shall be guilty of a misdemeanor punishable pursuant to subdivision (a) of Section 1540. The community care facility licensee shall not be liable if the client who is required to register as a sex offender fails to disclose this fact to the community care facility licensee. However, this immunity does not apply if the community care facility licensee knew that the client is required to register as a sex offender.

(b) Any person or persons operating a community care facility pursuant to this chapter that accepts as a client an individual who is required to be registered as a sex offender under Section 290 of the Penal Code, shall confirm or deny whether any client of the facility is a registered sex offender in response to any person who inquires whether any client of the facility is a registered sex offender and who meets any of the following criteria: (1) The person is the parent, family member, or guardian of a child residing within a one-mile radius of the facility. (2) The person occupies a personal residence within a one-mile radius of the facility. (3) The person operates a business within a one-mile radius of the facility. (4) The person is currently a client within the facility or a family member of a client

within the facility. (5) The person is applying for placement in the facility, or placement of a family member in the facility. (6) The person is arranging for a client to be placed in the facility. (7) The person is a law enforcement officer. If the community care facility licensee indicates a client is a registered sex offender, the interested person may describe physical characteristics of a client and the facility shall disclose that client's name upon request, if the physical description matches the client. The facility shall also provide the requesting party with the 900 telephone number maintained by the Department of Justice pursuant to Section 290.4 of the Penal Code. (c) Any person who uses information disclosed pursuant to this section to commit a felony shall be punished, in addition and consecutive to, any other punishment, by a five-year term of imprisonment in the state prison.

(d) Any person who uses information disclosed pursuant to this section to commit a misdemeanor shall be subject to, in addition to any other penalty or fine imposed, a fine of not less than five hundred dollars (\$500) and not more than one thousand dollars (\$1,000).

(e) Except as authorized under another provision of law, or to protect a child, use of any of the information disclosed pursuant to this section for the purpose of applying for, obtaining, or denying any of the following, is prohibited: (1) Health insurance. (2) Insurance. (3) Loans. (4) Credit. (5) Employment. (6) Education, scholarships, or fellowships. (7) Benefits, privileges, or services provided by any business establishment. (8) Housing or accommodations.

(f) Any use of information disclosed pursuant to this section for purposes other than those provided by subdivisions (a) and (b) shall make the user liable for the actual damages, and any amount that may be determined by a jury or a court sitting without a jury, not exceeding three times the amount of actual damage, and not less than two hundred fifty dollars (\$250), and attorney's fees, exemplary damages, or a civil penalty not exceeding twenty-five thousand dollars (\$25,000).

(g) Whenever there is reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of misuse of the information disclosed pursuant to this section, the Attorney General, any district attorney, or city attorney, or any person aggrieved by the misuse of that information is authorized to bring a civil action in the appropriate court requesting preventive relief, including an application for a permanent or temporary injunction, restraining order, or other order against the person or group of persons responsible for the pattern or practice of misuse. The foregoing remedies shall be independent of any other remedies or procedures that may be available to an aggrieved party under other provisions of law, including Part 2 (commencing with Section 43) of Division 1 of the Civil Code.

(h) The civil and criminal penalty money collected pursuant to this section shall be transferred to the Community Care Licensing Division of the State Department of Social Services, upon appropriation by the Legislature.

HEALTH AND SAFETY CODE

SECTION 11590-11595

11590. (a) Except as provided in subdivisions (c) and (d), any person who is convicted in the State of California of any offense defined in Section 11350, 11351, 11351.5, 11352,

11353, 11353.5, 11353.7, 11354, 11355, 11357, 11358, 11359, 11360, 11361, 11363, 11366, 11366.5, 11366.6, 11368, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, 11383, or 11550, or subdivision (a) of Section 11377, or any person who is discharged or paroled from a penal institution where he or she was confined because of the commission of any such offense, or any person who is convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses, shall within 30 days of his or her coming into any county or city, or city and county in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

For persons convicted of an offense defined in Section 11377, 11378, 11379, or 11380, this subdivision shall apply only to offenses involving controlled substances specified in paragraph (12) of subdivision (d) of Section 11054 and paragraph (2) of subdivision (d) of Section 11055, and to analogs of these substances, as defined in Section 11401. For persons convicted of an offense defined in Section 11379 or 11379.5, this subdivision shall not apply if the conviction was for transporting, offering to transport, or attempting to transport a controlled substance.

(b) Any person who is convicted in any federal court of any offense which, if committed or attempted in this state would have been punishable as one or more of the offenses enumerated in subdivision (a) shall within 30 days of his or her coming into any county or city, or city and county in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

(c) This section does not apply to a conviction of a misdemeanor under Section 11357, 11360, or 11377.

(d) The registration requirements imposed by this section for the conviction of offenses defined in Section 11353.7, 11366.5, 11366.6, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, or 11383, shall apply to any person who commits any of those offenses on and after January 1, 1990.

11590. (a) Except as provided in subdivisions (c) and (d), any person who is convicted in the State of California of any offense defined in Section 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11354, 11355, 11357, 11358, 11359, 11360, 11361, 11363, 11366, 11366.5, 11366.6, 11368, 11370.1, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, 11383, or 11550, or subdivision (a) of Section 11377, or any person who is discharged or paroled from a penal institution where he or she was confined because of the commission of any such offense, or any person who is convicted in any other state of any offense which, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses, shall within 30 days of his or her coming into any county or city, or city and county in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

For persons convicted of an offense defined in Section 11377, 11378, 11379, or 11380, this subdivision shall apply only to offenses involving controlled substances specified in

paragraph (12) of subdivision (d) of Section 11054 and paragraph (2) of subdivision (d) of Section 11055, and to analogs of these substances, as defined in Section 11401. For persons convicted of an offense defined in Section 11379 or 11379.5, this subdivision shall not apply if the conviction was for transporting, offering to transport, or attempting to transport a controlled substance.

(b) Any person who is convicted in any federal court of any offense which, if committed or attempted in this state would have been punishable as one or more of the offenses enumerated in subdivision (a) shall, within 30 days of his or her coming into any county or city, or city and county, in which he or she resides or is temporarily domiciled for that length of time, register with the chief of police of the city in which he or she resides or the sheriff of the county if he or she resides in an unincorporated area.

(c) This section does not apply to a conviction of a misdemeanor under Section 11357, 11360, or 11377.

(d) The registration requirements imposed by this section for the conviction of offenses defined in Section 11353.7, 11366.5, 11366.6, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, 11380.5, or 11383, shall apply to any person who commits any of those offenses on and after January 1, 1990.

11591. Every sheriff or chief of police, upon the arrest for any of the controlled substance offenses enumerated in Section 11590, or Section 11364, insofar as that section relates to paragraph (12) of subdivision (d) of Section 11054, of any school employee, shall do either of the following:

(1) If such school employee is a teacher in any of the public schools of this state, he or she shall immediately notify by telephone the superintendent of schools of the school district employing such teacher and shall immediately give written notice of the arrest to the Commission for Teacher Preparation and Licensing and to the superintendent of schools in the county wherein such person is employed. Upon receipt of such notice, the county superintendent of schools shall immediately notify the governing board of the school district employing such person.

(2) If such school employee is a nonteacher in any of the public schools of this state, he or she shall immediately notify by telephone the superintendent of schools of the school district employing such nonteacher and shall immediately give written notice of the arrest to the governing board of the school district employing such person.

(3) If such school employee is a teacher in any private school of this state, he or she shall immediately notify by telephone the private school authority employing such teacher and shall immediately give written notice of the arrest to the private school authority employing such teacher.

11591.5. Every sheriff or chief of police, upon the arrest for any of the controlled substance offenses enumerated in Section 11590, or Section 11364, insofar as that section relates to paragraph (9) of subdivision (d) of Section 11054, of any teacher or instructor employed in any community college district shall immediately notify by telephone the superintendent of the community college district employing the teacher or instructor and shall immediately give written notice of the arrest to the Office of the Chancellor of the California Community

Colleges. Upon receipt of such notice, the district superintendent shall immediately notify the governing board of the community college district employing the person.

11592. Any person who, on or after the effective date of this section is discharged or paroled from a jail, prison, school, road camp, or other institution where he was confined because of the commission or attempt to commit one of the offenses described in Section 11590 shall, prior to such discharge, parole, or release, be informed of his duty to register under that section by the official in charge of the place of confinement and the official shall require the person to read and sign such form as may be required by the Department of Justice, stating that the duty of the person to register under this section has been explained to him. The official in charge of the place of confinement shall obtain the address where the person expects to reside upon his discharge, parole, or release and shall report such address to the Department of Justice. The official in charge of the place of confinement shall give one copy of the form to the person, and shall send two copies to the Department of Justice, which, in turn, shall forward one copy to the appropriate law enforcement agency having local jurisdiction where the person expects to reside upon his discharge, parole, or release.

11593. Any person who, on or after the effective date of this section is convicted in the State of California of the commission or attempt to commit any of the above-mentioned offenses and who is released on probation or discharged upon payment of a fine shall, prior to such release or discharge, be informed of his duty to register under Section 11590 by the court in which he has been convicted and the court shall require the person to read and sign such form as may be required by the Department of Justice, stating that the duty of the person to register under this section has been explained to him. The court shall obtain the address where the person expects to reside upon his release or discharge and shall report within three days such address to the Department of Justice. The court shall give one copy of the form to the person, and shall send two copies to the Department of Justice, which, in turn, shall forward one copy to the appropriate law enforcement agency having local jurisdiction where the person expects to reside upon his discharge, parole, or release.

11594. The registration required by Section 11590 shall consist of (a) a statement in writing signed by such person, giving such information as may be required by the Department of Justice, and (b) the fingerprints and photograph of such person. Within three days thereafter the registering law enforcement agency shall forward such statement, fingerprints and photograph to the Department of Justice.

If any person required to register hereunder changes his residence address he shall inform, in writing within 10 days, the law enforcement agency with whom he last registered of his new address. The law enforcement agency shall, within three days after receipt of such information, forward it to the Department of Justice. The Department of Justice shall forward appropriate registration data to the law enforcement agency having local jurisdiction of the new place of residence.

All registration requirements set forth in this article shall terminate five years after the discharge from prison, release from jail or termination of probation or parole of the person convicted. Nothing in this section shall be construed to conflict with the provisions of Section 1203.4 of the Penal Code concerning termination of probation and release from penalties and disabilities of probation.

Any person required to register under the provisions of this section who shall knowingly violate any of the provisions thereof is guilty of a misdemeanor.

The statements, photographs and fingerprints herein required shall not be open to inspection by the public or by any person other than a regularly employed peace or other law enforcement officer.

11595. The provisions of former Article 6 (commencing with Section 1850) of Chapter 7 of Division 10 of this code, which is repealed by the act that adds this article, including Section 11850 as amended by Chapter 796 of the Statutes of 1972, shall remain in effect as to any person who comes within such provisions.

Notwithstanding Section 9605 of the Government Code, the changes which are made in former Section 11850 by Chapter 796 of the Statutes of 1972 shall be effective and operative for the purposes of this section.

EXHIBIT G

**DCFS 4389 (4/94) DECLARATION IN SUPPORT OF ACCESS TO
JUVENILE RECORD (WIC 827) INCLUDING ADDITIONAL
CONFIDENTIALITY ISSUES and
CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20**

Name, Address and Telephone Number of Petitioner

Telephone: () _____

Relationship to Minor:

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT**

IN THE MATTER OF:

Juvenile Case Number

Date of Birth: _____

DECLARATION IN SUPPORT OF ACCESS TO
JUVENILE RECORDS (WIC 827)

Section A:

TO BE CHECKED BY PROSECUTORIAL AGENCIES, LAW ENFORCEMENT AGENCIES AND CHILD PROTECTIVE AGENCIES:

- ☐ Access to juvenile records in the within matter is necessary and relevant in connection with and in the course of criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

Section B:

ALL OTHERS MUST COMPLETE THE FOLLOWING:

- ☐ **Access to juvenile records in the within matter is necessary to accomplish the legitimate goals of the juvenile justice system as follows:**

- ☐ Evaluate minor or family background
- ☐ Evaluate treatment plan
- ☐ Audit juvenile justice system
- ☐ Other _____

Any records or reports or information relating to the contents of these records or reports will not be disseminated to any persons or agencies not authorized to receive documents under Section 827 Welfare and Institutions Code, nor will any records or reports or portions thereof or any information relating to the contents, be made attachments to any other documents used in connection with a criminal investigation or a proceeding to declare a minor a ward or dependent child of the juvenile court.

I declare under penalty of perjury that the forgoing is true and correct.

Dated _____

at: _____
(Place)

(Signature)

CWS HANDBOOK PROCEDURAL GUIDE 0500-501.20

RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

DATE OF ISSUE:	12/06/02
APPLICABLE TO:	All Children's Social Workers (CSWs) and Their Supervising Children's Social Workers (SCSWs)
LEGAL BASIS:	Education Code 49069.5 Family Code Sections 8706, 9200, and 9201 Health and Education Code Sections 1530.6 and 123100 Los Angeles Superior Court and Administratively Unified Local Rules of Courts 17.1(a)(2) Penal Code Section 11167.7(b) Welfare and Institutions Code Sections 827, 5328, 10850, 16002 (e)(2), 16010, and 18951
RELATED POLICY RELEASE(S):	Procedure Guide 0100-510.17, Placing a Child in A Shelter Care Facility Procedural Guide 0100-510.61, Placement Process, Responsibilities and Procedures Procedural Guide 0100-520.10, Evaluating a Prospective Caregiver Procedural Guide 0200-509.20, Pre-Placement Conference Procedural Guide 0200-509.25, Presentation of Child Information to a Prospective Adoptive Family Procedural Guide 0200-509.35, Adoptive Placement Procedural Guide 0200-509.36, Supervision of Post-Adopt and Adoptive Placements Procedural Guide 0200-518.10, Post-Adoption Service (PAS) Release of Information after Adoption is Final Procedural Guide 0500-302.10, Suspected Child Abuse Report: Release of Information Pursuant to Penal Code Section 11167(d) and 11167.5 Procedural Guide 0500-501.10, Release of DCFS Case Record Information Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information Procedural Guide 0600-501.05, Psychological Testing of Children Procedural Guide 0600-510.15, Health and Education Passport
NON-CWS/CMS FORM(S):	AD 100, Authorization for Release of Information DCFS 280, Technical Assistant Action Request DCFS 709, Foster Child's Needs and Case Plan Summary DCFS 1399, Notification to School of Child's Placement Status DCFS 4389, Declaration in Support of Access to Juvenile Records
CWS/CMS FORM(S):	Case Notes Contact Notebook Health Notebook
SUPERSEDES AND CANCELS:	Procedural Guide 0500-501.20, Release of DCFS Case

Pursuant to Welfare and Institutions Code Section 827 and Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan and to improve their ability to provide our children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide **does not apply** to cases involving the placement of a child in an adoptive home. **See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.**

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall **confer** with the County Counsel assigned to the case.

A. WHEN: A CAREGIVER REQUESTS CASE RECORDS

The term "caregiver" specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child's needs with a potential caregiver without disclosing the child's name or other personally identifying information. However, if the potential caregiver requires additional information and/or documentation that identifies the child by name, the CSW shall obtain a signed DCFS 4389 from the agency and approval from the SCSW to release this information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

- 1) school records;

NOTE: The DCFS 1399 is to be provided to the caregiver no later than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

2) suspected child abuse and neglect report;

NOTE: Reports of suspected child abuse or neglect and information contained therein may be released to members of a multidisciplinary team that meet the requirements of WIC 18951. (A multidisciplinary team consists of three or more persons who are trained in the prevention, identification and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse.) Prior to releasing this information, CSWs are to ensure that the multidisciplinary team has been established and/or whether an FFA or group home staff members are part of that team as specified in WIC 18951(d).

3) information about a child's known dangerous propensities;

4) the child's needs and assessment records;

5) routine medical/dental records;

NOTE: CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

6) Psychological evaluations and mental health records;

NOTE: CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must **obtain** the consent of the child, if the child is over the age of 12 or the consent of the child's parents, or legal guardian, if the child is 12 years old or younger, in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for the child's care where the child is placed.

CSWs must **obtain** the consent of the child if the child is over the age of 12 and the child's previous therapist, or the consent of the child's parent or legal guardian if the child is 12 years old or younger, in order to provide

mental health records to any other representative where the child is placed.

NOTE: Obtain the consent of the juvenile court if the parent or legal guardian of a child 12 years of age or younger whereabouts' are unknown, if they are unable or refuse to sign the consent. **See Procedural Guide 0600-501.10, Medical Consent**, for more information.

- 7) HIV/AIDS information;
- 8) family history;
- 9) placement history;
- 10) treatment plans for the child;
- 11) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians and siblings), under the following situations:

Copies of court reports and minute orders do not have to be redacted prior to being released to FFA agencies and group homes.

NOTE: For all other caregivers, CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the County Counsel assigned to the case before releasing the information in question.

- 12) the child's Social Security number,

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

- 1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

NOTE: Pursuant to WIC 16002, CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

- 2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);
- 3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and
- 4) any attorney/client privileged information.

For information regarding the release of HIV/AIDS records/information, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.**

WHO	HOW
CSW	<ol style="list-style-type: none">1. Discuss the child's needs with a potential caregiver in non-identifying terms. Request a signed DCFS 4389 if the prospective caregiver requires information that will identify the child. File the DCFS 4389 in the Additional Services Documentation Folder.2. When a placement has been located, release the DCFS 709 at the time of placement. <p>NOTE: With SCSWs' verbal approval, the child's medical, dental and school records may be released to the caregiver. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver.</p>
CSW	<ol style="list-style-type: none">3. Photocopy only the records authorized for

WHO	HOW
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release. **Review** carefully, **black-out** any unauthorized information and **photocopy** the initial copy. **Release** the second copy and **ensure** that the initial altered copy is **shredded**.

B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION

The CSW shall **discuss** the mental health needs of the child with his/her SCSW and **complete** the required forms. For information regarding the procedure for obtaining a psychological evaluation, **see Procedural Guide 0600-501.05, Psychological Testing of DCFS-Supervised Children**.

NOTE: The Department of Mental Health is entitled to all case record information.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider, may have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information**.

WHO	HOW
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|------------|---|
| CSW | <ol style="list-style-type: none"> 1. Discuss the child's needs with the SCSW. 2. Discuss the child's needs in non-identifying terms with a potential mental health provider. |
| CSW | <ol style="list-style-type: none"> 3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before |

WHO	HOW
	releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.
	4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.
	5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Contact Notebook. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
	6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded .

C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, **see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.**

WHO	HOW
CSW	<ol style="list-style-type: none">1. Discuss the child's health care needs with the SCSW.2. Discuss the child in non-identifying terms with a potential health service provider.3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.6. Photocopy the requested records. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

D. WHEN: SCHOOLS REQUEST RECORDS

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to enroll the child in school. No other records/documents shall be released to the school.

**E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING
ADOPTION HOME STUDIES REQUEST RECORDS**

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

EXHIBIT H

WELFARE AND INSTITUTIONS CODE SECTION 16001.9

16001.9. (a) It is the policy of the state that all children in foster care shall have the following rights:

- (1) To live in a safe, healthy, and comfortable home where he or she is treated with respect.
 - (2) To be free from physical, sexual, emotional, or other abuse, or corporal punishment.
 - (3) To receive adequate and healthy food, adequate clothing, and, for youth in group homes, an allowance.
 - (4) To receive medical, dental, vision, and mental health services.
 - (5) To be free of the administration of medication or chemical substances, unless authorized by a physician.
 - (6) To contact family members, unless prohibited by court order, and social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
 - (7) To visit and contact brothers and sisters, unless prohibited by court order.
 - (8) To contact the Community Care Licensing Division of the State Department of Social Services or the State Foster Care Ombudsperson regarding violations of rights, to speak to representatives of these offices confidentially, and to be free from threats or punishment for making complaints.
 - (9) To make and receive confidential telephone calls and send and receive unopened mail, unless prohibited by court order.
 - (10) To attend religious services and activities of his or her choice.
 - (11) To maintain an emancipation bank account and manage personal income, consistent with the child's age and developmental level, unless prohibited by the case plan.
 - (12) To not be locked in any room, building, or facility premises, unless placed in a community treatment facility.
 - (13) To attend school and participate in extracurricular, cultural, and personal enrichment activities, consistent with the child's age and developmental level.
 - (14) To work and develop job skills at an age-appropriate level that is consistent with state law.
 - (15) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors, and friends.
 - (16) To attend Independent Living Program classes and activities if he or she meets age requirements.
 - (17) To attend court hearings and speak to the judge.
 - (18) To have storage space for private use.
 - (19) To review his or her own case plan if he or she is over 12 years of age and to receive information about his or her out-of-home placement and case plan, including being told of changes to the plan.
 - (20) To be free from unreasonable searches of personal belongings.
 - (21) To confidentiality of all juvenile court records consistent with existing law.
- (b) Nothing in this section shall be interpreted to require a foster care provider to take any action that would impair the health and safety of children in out-of-home placement.

EXHIBIT I

**WELFARE AND INSTITUTIONS CODE SECTION 16010 and
CWS HANDBOOK PROCEDURAL GUIDE 0600-510.15**

WELFARE AND INSTITUTIONS CODE SECTION 16010

16010. (a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.

(b) Additionally, any court report or assessment required pursuant to subdivision (g) of Section 361.5, Section 366.1, subdivision (d) of Section 366.21, or subdivision (b) of Section 366.22 shall include a copy of the current health and education summary described in subdivision (a).

(c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

(d) (1) Notwithstanding Section 827 or any other provision of law, the child protective agency may disclose any information described in this section to a prospective caretaker or caretakers prior to placement of a child if all of the following requirements are met:

(A) The child protective agency intends to place the child with the prospective caretaker or caretakers.

(B) The prospective caretaker or caretakers are willing to become the adoptive parent or parents of the child.

(C) The prospective caretaker or caretakers have an approved adoption assessment or home study, a foster family home license, certification by a licensed foster family agency, or approval pursuant to the requirements in Sections 361.3 and 361.4.

(2) In addition to the information required to be provided under this section, the child protective agency may disclose to the prospective caretaker specified in paragraph (1), placement history or underlying source documents that are provided to adoptive parents pursuant to subdivisions (a) and (b) of Section 8706 of the Family Code.

(e) The child's caretaker shall be responsible for obtaining and maintaining accurate and thorough information from physicians and educators for the child's

summary as described in subdivision (a) during the time that the child is in the care of the caretaker. On each required visit, the child protective agency or its designee family foster agency shall inquire of the caretaker whether there is any new information that should be added to the child's summary as described in subdivision (a). The child protective agency shall update the summary with such information as appropriate, but not later than the next court date or within 48 hours of a change in placement. The child protective agency or its designee family foster agency shall take all necessary steps to assist the caretaker in obtaining relevant health and education information for the child's health and education summary as described in subdivision (a).

(f) At the initial hearing, the court shall direct each parent to provide to the child protective agency complete medical, dental, mental health, and educational information, and medical background, of the child and of the child's mother and the child's biological father if known. The Judicial Council shall create a form for the purpose of obtaining health and education information from the child's parents or guardians at the initial hearing. The court shall determine at the hearing held pursuant to Section 358 whether the medical, dental, mental health, and educational information has been provided to the child protective agency.

CWS HANDBOOKPROCEDURAL GUIDE 0600-510.15 HEALTH AND EDUCATION PASSPORT

DATE OF ISSUE:	02/12/03
APPLICABLE TO:	All Emergency Response Command Post (ERCP), Emergency Response (ER) and Case-Carrying CSWs, and Their SCSWs, Dependency Investigators, and Their SCSW's and Public Health Nurses (PHN).
LEGAL BASIS:	Welfare and Institutions Code Section 16010 State Regulation – Division 31-206.351-.352
RELATED POLICY RELEASE(S):	Procedural Guide 0080-507.21 , Concurrent Planning: Obtaining Family History Information Procedural Guide 0600-506.10 , Child Health and Disability Prevention (CHDP) Program Procedural Guide 0100-510.61 , Placement Processes, Responsibilities and Procedures (Non-Relative) Procedural Guide 0600-510.16 , Health and Education Questionnaire
NON-CWS/CMS FORM(S):	DCFS 179 , Parental Consent and Authorization for Medical Care DCFS 560 , Health Care Card DCFS 561(a) , Medical Examination Form DCFS 561(b) , Dental Examination Form DCFS 561(c) , Psychological/Other Examination Form DCFS 1726 , Request for School Report DCFS 4158 , Authorization for General Medical Care for a Child Placed by an Order of the Juvenile Court DCFS 4344 I , Family History: Birth Mother Information DCFS 4344 II , Family History: Birth Father Information DCFS 4344 III , Family History: Child Information JV 225 , Health and Education Questionnaire Psychotropic Medication Authorization Form
CWS/CMS FORM(S):	Health and Education Passport Contact Notebook Health Notebook Education Notebook
SUPERSEDES AND CANCELS:	Procedural Guide 0600-510.15 , Health and Education Passport, dated 07/10/01, FYI 02-26 , Revised Health Care Examination Forms (revised), dated 07/02, FYI 00-34 , New Health and Education Passport Binder, dated 07/00

Welfare and Institutions Code Section 16010 mandates that the Case Plan for every child in foster care include a summary of the child's health and education information and that a copy of the summary be attached to all court reports. DCFS is utilizing the CWS/CMS Health and Education Passport (HEP) document for this purpose. The HEP will

automatically be updated and revised each time new health and/or education data are entered into CWS/CMS.

The purpose of the HEP is to:

1. Provide a summary of the child's health and education records.
2. Assist in the initiation and continuity of medical assessment and treatment.
3. Avoid duplication of medical services.
4. Preserve essential medical data on a child in out-of-home care.
5. Increase the willingness of health care providers to accept a child in out-of-home care as a patient by providing better background information on the child in an easily accessible format.
6. Consolidate all educational information, including current and former schools, special education information and grade level performance, in a location readily accessible to the caregiver, the child, educators and social workers.

The HEP shall accompany the child to all medical, dental and psychological appointments so the provider can review the updated information; and to all educational appointments so the provider can update the HEP.

The **education provider** is required to write in any new or corrected information on the HEP after each visit.

The **health care provider** is no longer required to write in any new or corrected information on the HEP. Health care information is to be documented by the health care provider on the DCFS 561(a), Medical; 561(b), Dental or; 561(c), Psychological/Other Examination Forms.

The DCFS 561(a), (b) and (c) are used to document initial examinations, ongoing health care, and health care provider authentication when documenting treatment/services provided to the child. The DCFS 561 (a), (b) and (c) are specific as to type of health care provider and require the health care provider's signature to document each and every office visit with the child.

At initial placement or replacement: The following applies to the DCFS 561 (a) & (b); and to the DCFS 561 (c), if at the time of placement it is known that psychological services are needed:

The DCFS 561 series are No Carbon Required (NCR), four page forms. The CSW completes the top portion of the form and gives pages 1, 2 and 3 to the foster caregiver.

Page 4 is retained in the DCFS case file, Psychological/Medical/Dental/School Records folder. The foster caregiver takes pages 1, 2 and 3 to the health care provider who completes the lower portion of the form, signs and provides signature stamp where

indicated (health care providers may wish to make a photocopy of the completed DCFS 561(a), (b), (c) for their records). The foster caregiver places page 2 in the child's HEP Binder, retains page 3 for his or her record keeping and returns page 1 (the original) to the CSW. The CSW submits page 1 to the PHN for documentation in CWS/CMS (see below). When documentation in CWS/CMS is completed, the PHN returns page 1 to the CSW. The CSW files the completed page 1 in the DCFS case file, Psychological/Medical/Dental/School Records folder, and discards page 4.

For ongoing health care during placement: [applies to DCFS 561 (a), (b) and/or (c)]

At each face-to-face contact, the CSW shall provide the foster caregiver with several blank forms to be completed at future health, or mental health provider office visits. The foster caregiver follows the same procedure as outlined in the Initial Placement/ Replacement section above. The CSW collects the completed forms during the regular face-to-face contact with the child and distributes copies as outlined in the Initial Placement/Replacement section above.

Documentation in CWS/CMS by the Public Health Nursing staff:

The PHN assists in meeting full utilization requirements by entering health, mental health and medical care information documented on the DCFS 561 (a), (b) or (c) into CWS/CMS. The PHNs must receive medical, dental, psychological/other documentation that is authenticated either by signature or stamp of the health care provider.

On an ongoing basis, the PHN or other assigned DCFS staff, enters the information from the DCFS 561(a), (b) or (c) into the child's Health Notebook or the Associated Services page of the Contact Notebook in CWS/CMS, as appropriate, making the information available for generating the HEP document.

The Health and Education Passport Binder (HEP Binder):

The caregiver shall keep a current copy of the child's HEP, along with any other health and/or education documents the HEP summarizes, in the HEP Binder.

HEP Binders are available in each regional office. They are black nylon canvas 11x14 notebooks with an all-around zipper enclosure. The HEP Binder is divided into three sections: 1) Medical and Dental Information; 2) Educational Information; and 3) Placement Documentation. There are also clear plastic sections for photographs of the child and his or her family, the child's Medi-Cal card, immunization records and the CSW's business card.

For all initial placements, the HEP Binder will be issued by the Eligibility Worker (EW) with the placement documents. In the event of a re-placement, the HEP Binder must accompany the child to the next placement. When a case is closed, the HEP Binder is to be returned to the CSW with all termination documents enclosed. If the HEP Binder

is in suitable condition, it can be recycled for use in another case once all documents are removed and transferred to the Psychological/Medical/Dental/School Records folder. When a child is returned home to his/her parent or legal guardian, the CSW is responsible for photocopying all pertinent documents, providing the parent or legal guardian with the originals, and placing the copies in the Psychological/Medical/Dental/School Records folder. The HEP Binder in its entirety (includes the binder and all contents) is to be given to a youth once (s)he emancipates.

A. WHEN: A CHILD IS DETAINED AND PLACED IN OUT-OF-HOME CARE

WHO	HOW
ERCP or ER CSW	<ol style="list-style-type: none"> 1. Obtain, if possible, the child's immunization record, birth certificate, information relating to chronic illnesses or allergies and any other information relating to the child from the parent or caregiver. 2. Ask the parents for information to complete the DCFS 4344 I, II and III. See Procedural Guide 0080-507.21, Concurrent Planning: Obtaining Family History Information. 3. Document attempts to obtain this information in the Contact Notebook. 4. Forward the documents to the assigned regional office per existing procedure. <p>NOTE: It is the responsibility of the ERCP CSW to collect as much medical information as possible at the time of the detention. It is the regional office's responsibility to generate the initial HEP.</p>
ER CSW	<ol style="list-style-type: none"> 1. Obtain a HEP Binder from the regional office EW, along with the child's initial placement documents.

ER CSW

2. If available, **photocopy** the child's immunization records and the DCFS 4344 III, along with any additional medical or educational information and **file** them in the HEP Binder. **Place** the photocopies in the Psychological/Medical/Dental/School Records folder.
3. If these records and information are not available, **document** the efforts made to obtain them in the Contact Notebook.
4. **Photocopy** the signed DCFS 179 or DCFS 4158 and **add** the following to the HEP Binder:
 - a) a DCFS 179, signed by the parent/legal guardian; or
 - b) a DCFS 4158, signed by the CSW if the parent/legal guardian is unavailable or unwilling to sign the DCFS 179; and
 - c) blank DCFS 561(a), 561(b) and 561(c).
 - d) **Retain** photocopies in the Psychological/Medical/ Dental/School Records folder.
5. **Review** and **explain** how to use the DCFS 561(a), (b), (c) with the caregiver.
6. **Document** the date the HEP Binder and required forms and documents were given to and reviewed with the caregiver in the Contact Notebook.
7. **Mail** the DCFS 1726 to the school the child attended prior to his or her detention. **Place** a copy in the Psychological/Medical/Dental/School Records folder.
8. **Ensure** that the following information is entered in CWS/CMS:
 - a) The name, address, and telephone number of the child's doctor and dentist;

ER CSW

- b) The child's immunization history;
 - c) Any allergies and current or chronic health conditions;
 - d) The name, address and phone number of the school the child last attended; and
 - e) Significant family medical problems, if any.
9. After these data have been entered into CWS/CMS, **generate** an initial HEP. **Mail** or **give** a copy to the caregiver for inclusion in the HEP Binder.
10. **Instruct** the caregiver to take the DCFS 561(a), (b) or (c) to all medical, dental or psychological/other appointments and to ask the health care provider to document information about the appointment and to authenticate with signature and/or signature stamp (**see** Page 2 of this Procedural Guide for detailed instructions).
11. **Instruct** the caregiver to take the HEP to all educational appointments and to ask the education provider to add information about the appointment on the HEP document.

B. WHEN: A CHILD IS IN OUT-OF-HOME CARE

WHO	HOW
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**Dependency
Investigation or Case-
Carrying SCSW**

1. Upon receipt of the Jurisdictional/Dispositional Hearing packet, **make** a copy of the JV 225 and provide it to the PHN. **Retain** the original JV 225 in the Court Documents folder and **forward** to the assigned DI CSW or Case-Carrying CSW. **See Procedural Guide 0600-510.16, Health and Education Questionnaire.**

NOTE: The PHN will enter the information from the JV 225 into the appropriate CWS/CMS Notebook.

Case-Carrying CSW

1. At the initial parent contact after the detention hearing:
 - a) **Obtain** additional medical information from the parents as needed including the child's immunization records, health care providers, allergies, chronic illnesses and other information needed to ensure that the child's health needs are met.
 - b) **Review** the DCFS 4344 III. **Add** any additional facts provided by the parents.
2. **Ensure** that the JV 225 has been filed in the Court Documents folder. **Review** the child's health and education information in CWS/CMS for completeness. **See Procedural Guide 0600-510.16, Health and Education Questionnaire.**
3. **Ensure** that updated medical and family history information is entered into CWS/CMS in the applicable Notebooks.
4. At each child contact, **collect** completed originals of the DCFS 561(a), (b) or (c) and **review** them with the caregiver for any needed follow-up.
5. **Give** the completed originals of the DCFS 561(a), (b) or (c) to the PHN who will enter the information into CWS/CMS.

6. **Confirm** that all new medical, dental or psychological/other information noted on the DCFS 561(a), (b) or (c) has been entered into the applicable CWS/CMS Notebooks.
7. **Generate** an updated HEP.
8. **Mail** the updated HEP to the caregiver.

NOTE: Information regarding psychiatric diagnoses and psychotropic medications shall be included in the HEP and entered in the Health Notebook.

Case-Carrying CSW

Psychological/psychiatric evaluation reports are not to be provided to the caregiver and must not be included in the HEP Binder. They shall be kept in the case file only.

IQ scores **shall not** be entered in the child's Client Notebook or otherwise entered in the HEP. Information relating to IQ shall be maintained in the Psychological/Medical/ Dental/School Records folder only and used for the sole purpose of accessing resources such as Regional Center services.

If there is no new medical, dental or psychological/other information between child contacts, an updated copy of the HEP need not be provided to the caregiver.

9. When the DCFS 1726 is returned by the school, **provide** the caregiver with a copy for inclusion in the HEP Binder and **place** the original in the Psychological/Medical/Dental/School Records folder.

10. If DCFS 1726 indicates that the child is receiving special education services, **obtain** a copy of the child's Individualized Education Program (IEP) from the school. **Provide** the caregiver with a photocopy for inclusion in the HEP Binder and **place** the original in the Psychological/Medical/Dental/School Records folder.
11. **Enter** information regarding the IEP (if any), special education information (if any) and the principal's name and phone number in the child's Education Notebook.
12. Prior to preparing the Status Review Report, **review** the child's health and education information in CWS/CMS.

Case-Carrying CSW

13. **Generate** an updated HEP. The updated HEP will automatically be populated with any health or education information entered since the previous HEP was generated.

Dependency Investigator

1. Prior to preparing the Jurisdiction/Disposition Hearing Report, **ensure** that the JV 225 has been filed in the Court Documents folder. **Review** the child's health and education information in CWS/CMS for completeness. **See Procedural Guide 0600-510.16, Health and Education Questionnaire**. Information should include the child's initial medical and dental examinations, immunization record, any medical conditions or allergies, family medical history and educational information.
2. **Ensure** that missing information is entered into CWS/CMS as soon as it becomes available.
3. **Generate** an updated HEP. **Attach** the HEP and the JV 225 to the Jurisdiction/Disposition Court Report.

C. WHEN: A CHILD IS REPLACED

WHO	HOW
Case-Carrying CSW	<ol style="list-style-type: none">1. Whenever a child is replaced, the HEP Binder, including an updated HEP, <u>must</u> accompany the child.2. Give the HEP Binder to the new caregiver at the time of the child's replacement.<ol style="list-style-type: none">a) If someone other than the case-carrying CSW transports the child to the new placement (e.g., law enforcement or the ERCP CSW), the case-carrying CSW shall provide the HEP Binder, including the updated HEP, within three business days to the new caregiver. <p>NOTE: If the child is moved from one Foster Family Agency (FFA) certified foster family home to another certified foster family home within the same FFA, the CSW shall provide the HEP Binder to the new caregiver within three business days.</p>
Case-Carrying CSW	<ol style="list-style-type: none">3. If the child is discharged from MacLaren Children's Center (MCC), ensure that a MCC Discharge Summary, along with other pertinent medical information/documentation, is included in the HEP Binder and that a photocopy is placed in the Psychological/Medical/Dental/School Records folder. See Procedural Guide # 0100-510.61, Placement Processes, Responsibilities and Procedures (Non-Relative).

4. When required, **ensure** that the child is medically treated prior to replacement. **Bring** the hospital/physician aftercare instructions, along with any prescribed medication, to the new placement, including MCC. **Place** these documents in the HEP Binder and copies in the Psychological/Medical/Dental/School Records folder. **See Procedural Guide 0600-506.10, Child Health and Disability Prevention (CHDP) Program.**
5. **Ensure** that the health care provider completes the DCFS 561(a) and **document** the nature of the illness or injury, date of treatment and treatment provided, in the appropriate CWS/CMS Notebook(s).

D. WHEN: THE COURT TERMINATES JURISDICTION

WHO	HOW
Case-Carrying CSW	<p>If the child is returned home or the court orders legal guardianship:</p> <ol style="list-style-type: none"> a) Retrieve the HEP Binder from the caregiver. b) Photocopy all medical, dental, and educational materials, place the photocopies in the psychological/Medical/Dental/School Records folder and provide the original documents to the parent(s) or legal guardian(s). c) Provide the parent(s) or legal guardian(s) with a copy of the most recent HEP. d) Place a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.
Case-Carrying CSW	

- e) **Return the HEP Binder to the EW for recycling.**

If the youth becomes a ward of the court and is placed under the supervision of the Probation Department, then the youth is removed from DCFS supervision and his or her dependency jurisdiction is terminated. The following steps should be followed if the Probation Officer requests written reports on the child's medical, mental health and educational status:

- a) **Retrieve** the HEP Binder from the caregiver.

NOTE: Do not give the HEP Binder or its contents directly to the Probation Officer.

- b) **Photocopy** all medical, dental, and educational materials, place the photocopies in the Psychological/Medical/Dental/School Records folder and provide the original documents to the youth's Probation Officer.
- c) **Provide** the Probation Officer with a copy of the most recent HEP.
- d) **Place** a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.
- e) **Return** the HEP Binder to the EW for recycling.

If the youth emancipates:

Case-Carrying CSW

- a) **Retrieve** the HEP Binder from the caregiver.
- b) **Photocopy** all medical, dental, and educational materials and place in the Psychological/ Medical/Dental/School Records folder.

- c) **Provide** the HEP Binder containing the originals of all medical, dental and educational materials, the DCFS 4344 III, and the most recent HEP to the emancipating youth.

NOTE: Psychological/psychiatric evaluation reports and/or IQ scores shall never be given to the emancipating youth.

4. If the child is adopted:

- a) **Retrieve** the HEP Binder from the caregiver.
- b) **Photocopy** all medical, dental and educational materials, **place** the photocopies in the Psychological/Medical/Dental/School Records folder and provide the original documents to the adoptive parent(s).
- c) **Provide** the adoptive parent(s) with a copy of the most recent HEP.
- d) **Place** a copy of the most recent HEP and the original DCFS 4344 III in the Psychological/Medical/Dental/School Records folder.
- e) **Return** the HEP Binder to the EW for recycling.

EXHIBIT J

STATEMENT OF DANGEROUS BEHAVIORS

STATEMENT OF DANGEROUS BEHAVIORS

California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 31, Section 31-405.1(q)(1) requires placement agency workers to inform out-of-home care services providers of any known or suspected dangerous behaviors of a child being placed.

Child's Name: _____
DOB: _____ DOP: _____

The following is all that is known to the placing agency with respect to the known or suspected dangerous behaviors of the above named child (check appropriate box for each item):

1. Violence towards others, physically threatening and/or assaultive behavior; property destruction or damage; cruelty to animals; robbing/stealing with use of force or weapons; gang activity or involvement.

☐ No known history. ☐ Yes, known or suspected history
Specify and describe oh reverse side.

2. Violence towards self: suicide attempts/ideation; deliberate harm to self; drug overdoses.

☐ No known history. ☐ Yes, known or suspected history
Specify and describe oh reverse side.

3. Sexual Maladjustment Problems sexual molestation of others: rape: sexual acting out.

☐ No known history. ☐ Yes, known or suspected history
Specify and describe oh reverse side.

4. Arsonous behavior, fire setting or arson.

☐ No known history. ☐ Yes, known or suspected history
Specify and describe oh reverse side.

By signing below, the placement worker acknowledges that all known and/or suspected dangerous behaviors of the child have been disclosed and discussed with the service provider and the service provider understands that this information is confidential and any unauthorized disclosure could result in a fine up to \$1, 000.00.

Signature (Placement Worker)

Signature (Service Provider)

Agency _____
Date _____

Agency _____
Date _____

31-405.1: SOCIAL WORKER RESPONSIBILITIES FOR PLACEMENT

When arranging for a child's placement the social worker shall:

- (a) Consider the non-custodial parent pursuant to Welfare and Institutions Code Section 361.2.
- (b) Give preferential consideration for placement of the child to an adult who is a grandparent, aunt, uncle or sibling of the child.
 - (1) As required by Welfare and Institutions Code Section 361.3, a finding that the relative is not willing to adopt or seek guardianship for the child cannot be used as the sole basis for denying placement with a relative.
 - (2) As assessment shall be conducted for the relative(s) and shall include but not be limited to the factors required in Welfare and Institutions Code Section 361.3.
- (c) Consider relative identified by the social worker as willing and appropriate to care for the child if no non-custodial parent or relative given preferential consideration is available.
 - (1) As required by Welfare and Institutions Code Section 361.3, a finding that the relative is not willing to adopt or seek guardianship for the child cannot be used as the sole basis for denying placement with a relative.
 - (2) An assessment shall be conducted for the relative(s) and shall include but not be limited to the factors required in Welfare and Institutions Code Section 361.3.
- (d) Meet the requirements specified below when placing a child under the age of six in a group home:
 - (1) A child under the age of six shall not be placed in a group home unless one or more of the following conditions are met, and the placement facility meets the licensing standards specified in Title 22, Division 6, Subchapter 2:
 - (A) The placement will provide comprehensive diagnostic assessment to enable long-term decisions about the child's future;
 - (B) The placement meets the child's special treatment needs which can be met by the group home while program planning and testing occur to prepare the child for a less restrictive, permanent placement;
 - (C) The placement enhances and supports the case plan goal of family reunification with parents or kin or for adoption when no other suitable, less restrictive placement is available;
 - (D) The placement is for temporary shelter care and shall not be for more than thirty days and no other, less restrictive placement is available; or

- (E) The placement will keep a sibling group together until a more suitable, less restrictive placement is found.
 - (F) Effective 1/1/2000, any child under the age of six shall be placed in a family-like setting as defined in Title 22, Section 84201(f)(2). In the event such a setting is unavailable, the county shall request approval from the Department for any alternative placement in excess of 30 days. The Department has the authority to approve these placements if the request is in the best interest of the child and shall in no instance be detrimental to the health and safety of the child. The county welfare director shall submit the request to the Department with substantiating evidence supporting the request and specifying that the child has special needs that render the child extremely difficult to place, and there is no family-like setting that can meet the child's special needs. The Department shall provide a written approval or denial of the request within 5 days of receipt of the request.
- (e) Ensure that a child under the age of six placed for temporary shelter care in a county operated or county contracted emergency shelter care facility, shall not be placed in the facility for more than thirty days.
- (1) A county operated or county contracted emergency shelter care facility shall conform to all regulations in Title 22, Division 6, Subchapter 2 except as noted below:
- (A) The facility shall be exempt from the licensing standards specified in Sections 84200(a)(2)(A) through (C).
 - (B) For an unlicensed county operated emergency shelter care facility only, the Plan of Operation required by Section 84222 must be kept only on file at the facility and need not be submitted to the Department for approval.
- (f) Meet the requirements specified in Section 31-515 when placing an Indian child.
- (g) Assist each child in understanding the reason(s) for placement.
- (h) Arrange for pre-placement visitation between the child and the out-of-home care provider, if possible.
- (i) Assist each child to maintain his/her cultural and ethnic identity.
- (j) Monitor the child's physical and emotional condition, and take necessary actions to safeguard the child's growth and development while in placement.
- (k) Ensure that information regarding available CHDP services is provided to the out-of-home care provider within 30 days of the date of placement.

- (l) Ensure that the child receives medical and dental care which places attention on the preventive health services through the Child Health and Disability Prevention (CHDP) program, or equivalent preventive health services in accordance with the CHDP program's schedule for periodic health assessment.
 - (1) Each child in placement shall receive a medical and dental examination, preferably prior to but not later than, 30 calendar days after placement.
- (m) Make certain that arrangements for and monitoring of the child's educational progress while in placement are undertaken.
- (n) Make arrangements for the out-of-home care provider to have telephone access to a social worker 24-hours-a-day, seven-days-a-week, in case of emergencies involving his/her foster child(ren).
- (o) Ensure that the out-of-home care provider understands and supports the child's case plan, and is aware of any change(s) thereto.
- (p) Provide the out-of-home care provider the child's background information as available, including, but not limited to, the following histories:
 - (1) Educational.
 - (2) Medical.
 - (3) Placement.
 - (4) Family.
 - (5) Behavioral.
- (q) Provide the out-of-home care provider(s) information of any known or suspected dangerous behavior of the child being placed.
 - (1) The social worker shall document in the case record any information provided to the out-of-home care provider(s) regarding the child's known or suspected dangerous behavior, including the following:
 - (a) Date information was provided.
 - (b) Name of person receiving information.
 - (c) Specific facts provided.
 - (d) Affirmation that the person informed was advised that the facts were confidential and that unauthorized disclosure could result in a fine up to \$1,000.

- (r) Ensure completion of the documentation necessary to initiate AFDC-FC payments, as appropriate.
- (s) Assist the parents to understand their rights and responsibilities while their child is in foster care.
- (t) Document the reason(s) for the following, when applicable:
 - (1) The child's transfer to another placement location.
 - (2) The child's out-of-country or out-of-state placement.
- (u) Develop a discharge plan for any child who:
 - (1) Is under six years old; and
 - (2) Is leaving a group home placement to return to parents, kin or an adoptive family or to placement in a foster family home.

Authority Cited: Section 10553 and 10554, Welfare and Institutions Code. **Reference:** Sections 309 and 319 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 361.2, 361.3 (as amended by Assembly Bill 1544, Chapter 793, Statutes of 1997), 11467.1, and 16501, Welfare and Institutions Code; and Section 1530.8, Health and Safety Code.

EXHIBIT K

COMMUNITY BUSINESS ENTERPRISE (CBE) FORM

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ _____ _____ Expiration Date _____
Agency _____ _____ _____ Expiration Date _____
Agency _____ _____ _____ Expiration Date _____
Agency _____ _____ _____ Expiration Date _____
Agency _____ _____ _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm/Organization: _____

Signature: _____ Title: _____

Date:_____.

EXHIBIT L
NOTICE TO EMPLOYEES REGARDING FEDERAL EARNED
INCOME CREDIT (FEIC)
(Internal Revenue Service Notice 1015)



Notice 1015 (Rev. October 2000) Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. **Note:** *You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following: 9 The **IRS Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**. * A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2. 9 **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC). * Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC? The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000. **Note:** *An employee cannot claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work. * The employee's filing status is any status **except** married filing a separate return.

The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments? Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIF payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015

Rev. 10/00



EXHIBIT M

PAYMENT RESOLUTION NOTIFICATION

PAYMENT RESOLUTION NOTIFICATION

INSTRUCTIONS:

Complete one request per minor

FAX to the DCFS Payment Resolution Unit at (626) 915-1260

Mail to Revenue Enhancement at 800 South Barranca, Covina CA 91723

An annotated copy will be returned for your records when the payment discrepancy is resolved

VENDOR INFORMATION	PAYMENT DISCREPANCY
Date of Request	Payment Months in question
Vendor or Name	<input type="checkbox"/> Incorrect rate <input type="checkbox"/> Birth date rate change <input type="checkbox"/> First payment was not received <input type="checkbox"/> Start date discrepancy <input type="checkbox"/> Stop date discrepancy <input type="checkbox"/> Clothing Allowance <input type="checkbox"/> Other payment problems
Vendor Number	
Contact Person	
Telephone Number	
CHILD'S INFORMATION	
Child's Name	
Child's Birth date	
Child's Case Number	
PLACEMENT INFORMATION	
To expedite your payment request please answer the following information:	
The child was placed by: <input type="checkbox"/> DCFS <input type="checkbox"/> Probation	RESOLUTION/COMMENTS
Did you receive a Blue Placement Packet from the CSW? <input type="checkbox"/> YES <input type="checkbox"/> NO	Completed by DCFS Staff
Have you ever received a payment for this child? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Did you send in a voucher for requested payment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Rate Amount: _____	
Beginning Date of Placement: _____	
Ending Date of Placement: _____	

Eligibility Worker: _____ Date: _____

Telephone Number: _____

EXHIBIT N

DCFS OUT-OF-HOME CARE INVESTIGATIONS INTERNAL PROCEDURES

**FOSTER FAMILY AGENCIES AGREEMENT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OUT-OF-HOME CARE INVESTIGATION'S INTERNAL PROCEDURES**

These Internal Policies are attached to the Foster Family Agency Agreement to inform CONTRACTORS of DCFS' current protocols and procedures within the Quality Assurance Division (or other office/agency within Los Angeles County who may assume such duties during the term of this Agreement). These policies are subject to revision by DCFS and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Chief Deputy. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

At any time, the CONTRACTOR may request a meeting with DCFS Administrative staff, including the Division Chief of Quality Assurance, to discuss the findings. This meeting may not necessarily precede DCFS action taken to protect the children.

A. Quality Assurance Division Responsibility

Within DCFS, the Quality Assurance Division, Out of Home Care Investigation Section is responsible for investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation and/or violation of CCL licensing standards. These facilities include foster family agencies, foster family homes, group homes and small family homes. The Out of Home Care Investigation Section also makes recommendations for DCFS action necessary to protect DCFS-placed children in these facilities, including corrective action and/or "Do Not Refer/Use" status. If the Out of Home Care Investigation Section substantiates the allegations, section staff may recommend a corrective action plan, Hold, DNR and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Quality Assurance Division is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORS, including but not limited to, Foster Family Agencies and their certified homes. Fiscal audit findings are not addressed in Exhibit N, except to the extent that corrective action, Hold, DNR and/or DNU may be implemented due to fiscal audits.

DCFS will select one or more of the following actions in response to findings uncovered in investigations of abuse/neglect in out of home care or in audits of program or fiscal contract requirements or in the analysis of unresolved overpayments when DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in:

- ❑ conduct which may jeopardize a minor or minors;
- ❑ a serious event that may implicate the CONTRACTOR in issues of abuse or neglect;
- ❑ serious risk of abuse or neglect; or
- ❑ noncompliance with a significant administrative/fiscal/programmatic requirement of the Agreement.

B. Investigative/Administrative Actions

1. **Corrective Action Plan (CAP)** - When the issue is amenable to immediate resolution, a CAP shall serve as the CONTRACTOR's commitment to remedy deficiencies. The CAP shall be required within three days of notice to the CONTRACTOR, which may be oral, to up to 30 calendar days from written notice to the CONTRACTOR depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by the Investigator and his/her Supervisor within five business days. Once approved, the investigation is closed and monitoring begins. The Monitor is responsible for ensuring the CAP is implemented and maintained.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the FFA Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1.
3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS placements when the investigation indicates problems and/or deficiencies that may be compounded by additional or newly-placed children; when the substantiated allegations do not place children in the facility at further risk and deficiencies are correctable within an agreed upon time; and/or when a CONTRACTOR fails to repay an overpayment (see the Agreement, Section 7.0, for overpayment procedures). Situations which can be corrected and may result in Do-Not-Refer Status include, but are not limited to, the following:
 - a) improvement needed to provide adequate supervision;
 - b) improvement needed to provide discipline that is safe, effective and age-appropriate;
 - c) improvement needed to provide appropriate food and clothing;

- d) improvement needed in the physical plant such as structure, furnishings, etc.;
 - e) improvement needed to ensure appropriate and timely non-emergent medical and dental care for Placed Children and/or
 - f) failure to implement and/or maintain correction action.
4. **Do-Not-Use (DNU)** Status - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility.

Do-Not-Use Status is used when situations exist which represent a danger to the children in placement which cannot be corrected within a reasonable period of time and the immediate safety of the children in placement cannot be assured or in the event the CONTRACTOR fails to respond appropriately or timely to a corrective action request.

Note: The Out of Home Care Investigation Section only recommends the placement of a "Do Not Refer" and "Do Not Use" Status. The DCFS Chief Deputy approves the final status.

5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur.

C. CAP Procedures

1. If Quality Assurance determines the allegation to be substantiated and correctable, corrective action is requested in writing. The CONTRACTOR is required to submit a CAP within 30 calendar days of the written notification (Vendor Notification Letter).

If Quality Assurance requests immediate action, oral notice is given and is followed up in writing within one business day.

The following child safety issues must be corrected within three (3) calendar days from the date of verbal notification (which will be followed in writing):

- a) Lack of psychotropic medication authorizations
- b) Insufficient and/or inadequate clothing and essentials
- c) Insufficient or poor food
- d) Poor facility or environmental issues, such as sanitation or electrical problems and other situations, which are hazardous.

2. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes an explanation of how corrections have been implemented, and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Specifically, the CAP must detail the action taken to correct the deficiency and must include an explanation of what actions will take place to ensure that the corrective action is maintained, including timeframes as necessary, and who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues. If an addendum is required, the same review/approval timeframe will apply. The DCFS Manager will determine approval of the CAP (including all addenda) within 5 business days of its receipt.
3. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The Monitor is responsible for ensuring the CAP is implemented and maintained. A CAP requires the CONTRACTOR to carry out specific actions within a required time period. The actions may include, but are not necessarily limited to, training, house repairs and insurance acquisition. The act of Monitoring includes, but is not limited, to unannounced visits to the certified family home and/or agency to verify that the corrective action has been completed.
 - a) Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed.
 - b) A Do Not Refer or Do Not Use Status will be implemented if the requested corrective action is not completed within the agreed upon time.

D. Hold/DNR/DNU Procedures

1. A request is made to place a Hold to prevent any further child placements to the Quality Assurance Division Chief. The Hold request is made when a DNR or DNU recommendation is likely in order to afford time to affect the Recommendation Conference.
2. A Vendor Notification letter is sent via certified mail within 72 hours upon the placement of Hold. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, the notification includes the reason for the Hold and/or recommendation, the name and telephone number of the Community Care Licensing Analyst and Law Enforcement, if known, as well as information regarding a WIC 827 Petition. In cases in which a Hold/DNR/DNU is placed due to a contractual violation not involving child abuse/neglect, discovery information/documentation will be released, in accordance with all applicable laws. This letter also serves to invite the CONTRACTOR to participate at a scheduled date and time in a Recommendation Conference and includes a deadline for the CONTRACTOR's response.

3. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Recommendation Conference.

E. Recommendation Conference Procedures

A Recommendation Conference is an informal meeting with the licensed CONTRACTOR to discuss the investigative and/or administrative findings and an opportunity for the CONTRACTOR to respond to the findings. A Recommendation Conference is held after Quality Assurance has completed their evaluation of allegations or audit findings. If the facility is on a Hold status, the Recommendation Conference will be held within the 45-day time limit unless CONTRACTOR has waived the time limit (e.g., pursuant to an WIC 827 request). The Recommendation Conference is provided to ensure that the CONTRACTOR has been afforded a process for responding to/defending themselves against allegations and airing their grievances.

Due to confidentiality laws, often only general information can be provided during the conference unless a Welfare and Institutions Code Section 827 petition is filed with the Juvenile Court. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations and to use such documentation and information during the Recommendation Conference. The authorization/approval must be in writing from the Court.

The CONTRACTOR has the right to be represented by counsel and/or to invite a representative. If a non-legal representative is present, DCFS may not be able to disclose all information to the representative, unless approved by the Juvenile Court.

One week prior to the then scheduled Recommendation Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Recommendation Conference. The CONTRACTOR may also request that the investigator interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

1. The Out of Home Care Investigations' Program Director conducts the Recommendation Conference. The investigator and his/her supervisor are present.
2. The Program Director presents the findings. The CONTRACTOR is permitted to respond to each finding. The Investigator may be questioned by the CONTRACTOR/Representative.
3. The Program Director will consider any new information presented in the written statement and information presented during the Recommendation Conference.

Note: If verification of CONTRACTOR's statements, documents, etc. is needed to confirm the CONTRACTOR's position, an extension of the 45-day Hold may be warranted as agreed upon by DCFS and the CONTRACTOR.

4. The Program Director assesses the information presented by the CONTRACTOR and makes a final determination whether to withdraw the recommendation or to consult with the Quality Assurance Division Chief with regard to the intended recommendation.
5. If the Division Chief proceeds with the recommendation to place CONTRACTOR on Do Not Refer/Do Not Use Status. Recommendation Report, including the CONTRACTOR's statement, is issued to the DCFS Chief Deputy for final determination. The purpose of the Recommendation Report is to provide the Chief Deputy with sufficient information regarding the case to allow him/her to make a well-informed decision.
6. As applicable, within ten days from the Recommendation Conference, the Recommendation Report will be submitted to the Chief Deputy.
7. Within five business days, the DCFS Chief Deputy approves or denies the Do Not Refer/Do Not Use Status.
8. If approved, the Out of Home Care Investigation Section notices the CONTRACTOR of the DCFS Chief Deputy findings, via certified mail within 72 hours of issuance of action.
9. If corrective action is required, the investigation is closed and a monitoring case is opened. A Monitor is assigned to ensure timely and full implementation and maintenance.
10. The Monitor makes unannounced visits to the facility to verify that the corrective actions have been completed and is in full force and effect. Monitoring is closed once action is verified.

EXHIBIT O

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY
SERVICE PROGRAM and CONTRACTOR EMPLOYEE JURY
SERVICE APPLICATION FOR EXCEPTION AND CERTIFICATION
FORM**

Los Angeles County Code Sections 2.203.010 through 2.203.090

“Contractor Employee Jury Service”

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT P

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTICIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County Department) _____, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ (Month and Year)

at: _____ (City/State) _____ (Telephone No.)

by: _____
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or proposal to the County)

Copy to: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1099
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

EXHIBIT Q

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)
CERTIFICATION**

EXHIBIT Q

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|----------------------------------|---------------------------------|
| 1. | The contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 2. | The contractor periodically conducts a self-analysis or utilization analysis of its work force. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 3. | The contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 4. | Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |

Name of Firm

Name and Title

Authorized Signature

Date

EXHIBIT R

FYI 02-08 QUALITY OF LIFE

FYI FYI FYI FYI

F O R Y O U R I N F O R M A T I O N

ISSUE NO: 02-08

DATE: 03/02

QUALITY OF LIFE STANDARDS FOR CHILDREN IN OUT-OF-HOME CARE

This release is a guide to help Children's Social Workers in ongoing assessment of quality of life issues for children and youth in out-of-home care. Children Social Workers are asked to review the following quality of life standards with their children and caregivers at the time of placement and to utilize these standards in selecting and monitoring children in out-of-home care placement.

There are times when families are unable to provide a safe environment for children and the Department of Children and Family Services (DCFS) will provide an out-of-home care placement. **DCFS has the responsibility to ensure that such out-of-home care placements are in a safe, temporary home that will provide the support necessary for the child's optimum growth and development.** Placement shall be in the least restrictive, most family-like setting consistent with the best interests and special needs of the child. It is also the responsibility of DCFS to ensure that all out-of-home care providers maintain the highest level of all standards and services detailed in Community Care Licensing regulations, California Code provisions, foster care contracts and/or placement agreements.

Health and Safety

The caregiver shall maintain a clean, healthy and safe home in compliance with Title 22 regulations.

Medical, Dental and Psychiatric Care

Caregivers shall meet the medical needs of the placed child in accordance with the Child Health Disability Prevention Program, Medi-Cal program and Community Care Licensing regulations. The caregiver shall be responsible for facilitating any needed medical, dental and/or psychiatric care for children in out-of-home care.

The Children's Social Worker shall provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating with relevant information regarding all medical needs identified and services provided, including doctor visits, testing, treatment and immunizations. The caregiver shall provide the updated Passport to the Children's Social Worker at the time the child departs the placement.



If you have any questions regarding this release please e-mail your question to:

Policy@dcfs.co.la.ca.us

Education

The Children's Social Worker will provide the caregiver with the child's Medical and Educational Passport at the time of placement. The caregiver shall maintain the child's Passport updating the relevant information regarding school placement, attendance and performance, academic achievement and, where applicable, an Individual Education Plan (IEP) and/or special education services provided.

The caregiver shall communicate with and work with the school in meeting the educational needs of the placed child in accordance with the needs and services plans and court orders.

Setting Goals and Objectives/Emancipation Planning

The caregiver agrees to provide opportunities to teach the placed child how to set short-term and long-term goals and objectives appropriate to the development of the child. The caregiver shall discuss possible short-term and long-term goals and objectives with the placed child as it relates to his/her needs and services plan, career plans, strengths and interests and educational possibilities to prepare youth for emancipation and adulthood.

Self Esteem

It is the expectation that our caregivers adhere to the Foster Youth Bill of Rights as provided by the California Youth Connection and codified in section 16001.9 of the Welfare and Institutions Code. As part of the needs and services plan, planned activities schedule, and independent living plan, the caregiver shall provide opportunities to encourage the development of the placed child's self esteem and cultural awareness.

Childhood Memories

The caregiver shall encourage and assist each child in creating and updating a life book/photo album. The life book/photo album shall consist of, but not limited to photographs and other items that relate to childhood memories. The caregiver should encourage and assist each child in updating the life book on a regular basis.

Quality of Life Guidelines

In assuring that children and youth in out-of-home care receive the highest quality of care and are enjoying a high quality of life, it is suggested that Children's Social Workers use the following guidelines in assessing quality of life of children and youth in out-of-home care placements.

1. Are the child's personal rights respected? Is s(he) treated with dignity and respect?
2. Is the child placed in the community, or adjacent, to the community where he/she normally lives?

3. Does the child have a sibling in placement, and if so, are they or could they be placed together?
4. Is the child's clothing the correct size and age appropriate? Does the child have sufficient clothing for special occasions?
5. Are the child's meals sufficient, nutritious, varied, and appealing?
6. Is the child succeeding in school? If not, is the child receiving services to enable success?
7. Does the child have the opportunity to participate in extracurricular activities or enrichment programs? Are the child's friends allowed to visit?
8. Does the child receive the sporting equipment necessary (within reason) to participate in desired activities?
9. Is the child transported to social events, job, after-school activities, etc.?
10. Does home provide a stimulating and enriching environment including but not limited to, age-appropriate toys, books, and reference materials (encyclopedias, dictionaries, computer programs)?
11. Is the child offered appropriate therapeutic intervention related to behavior, abuse, or his/her family of origin issues?
12. Does the child receive a regular allowance?
13. Does caregiver actively participate in facilitating contact/visitation with family members as deemed appropriate by court order?
14. Does the child have reasonable access to a telephone? Does the child have sufficient privacy to converse with his or her attorney, CSW, or Court-Appointed Special Advocate (CASA), as appropriate?
15. Is the child given the opportunity to participate in worship or religious services and activities of his/her choice?
16. Are any behavior restrictions and/or assigned chores appropriate to the child's age, maturity level and emotional development?
17. If needed, is the youth offered appropriate services and transportation related to substance abuse or other at-risk behavior?
18. If youth is 14 or older, is emancipation planning being addressed?

EXHIBIT S

SAFELY SURRENDERED BABY LAW

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room .

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services
- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



Every child deserves a chance for a healthy life. For three days after you give birth, you can give up your baby at any Los Angeles County hospital emergency room or fire station. No shame. No blame. No names.

www.babysafela.org

No abandone a su recién nacido.

**Sin pena.
Sin culpa.
Sin peligro.**

Usted tiene una mejor opción:

Lleve a su recién nacido a cualquier sala de emergencias de un
hospital o a un cuartel de bomberos del Condado de Los Angeles.

**1-877-BABY SAFE
1-877-222-9723**



Cada niño merece una oportunidad de tener una vida saludable. Durante tres días a partir del nacimiento, puede entregar a su bebé en cualquier sala de emergencias de un hospital o en un cuartel de bomberos del Condado de Los Angeles. Sin pena. Sin culpa. Sin peligro.

www.babysafela.org

EXHIBIT T
OVERPAYMENTS

E060-0530

OVERPAYMENTS

DATE OF ISSUE:	02/19/02
APPLICABLE TO:	All Technical Assistants (TA), Eligibility Workers (EW), Their Eligibility Supervisor (ES) and Human Services Administrator (HSA)
LEGAL BASIS:	WIC 11466.24 State Regulations - Division 45-304
RELATED POLICY RELEASE(S):	Procedural Guide E090-0550 , Financial Authorization Document (FAD), dated 3/27/01
NON CWS/CMS FORM(S):	FAD , Financial Authorization Document Foster Care Overpayment Notice Automated Overpayment Collection System Invoice Automated Overpayment Collection System Statement
CWS/CMS FORM(S):	None
SUPERSEDES AND CANCELS:	Procedural Guide E060-0530 , Foster Care Overpayments, Group Homes and Foster Family Agencies, dated 3/23/99 Management Directive MD 92-14 , Foster Care Overpayments, dated 9/92

Welfare and Institutions Code (WIC) Section 11004 requires that overpayments which occur in public social services programs be collected. Therefore, aid in the form of AFDC-FC provided on behalf of any child placed in a group home or foster family agency is subject to the collection of overpayments when appropriate.

Collection activities for foster parents and relatives are the same except for the "Do Not Refer" process. The collection method, in order of priority, includes voluntary repayment agreement and involuntary collection procedures. Involuntary collection procedures are to be pursued only if the offer of voluntary repayment agreement is rejected or if the caregiver fails to comply with the terms of the voluntary repayment agreement.

A. WHEN: A FAD INDICATES A POTENTIAL OVERPAYMENT

WHO	HOW
Support Staff	<ol style="list-style-type: none"> 1. Fax budget action FADs to the Revenue Enhancement Technical Assistant Lead ES and appropriate Special Operations ES by 9:00 a.m. 2. Fax case/client action FADs to the appropriate regional operations SAAMS Unit.
Lead TA/ES Special Operations ES	<ol style="list-style-type: none"> 1. Receive the FADs. NOTE: The Eligibility Supervisor is responsible for the placement/payment data and must ensure that staff data enters the accurate information. 2. Sort FADs by exception codes. Gather and prepare information for the weekly/monthly management reports. 3. Distribute the FADs to the assigned TA/EW.
TA/EW	<ol style="list-style-type: none"> 1. Receive the FADs. Determine if there is any CODE 9008, New Overpayment Detected. <ol style="list-style-type: none"> a) If there are no FADs CODE 9008, process the FADs per the existing Procedural Guide, E090-0550 Financial Authorization Document (FAD). b) If there are FADs that indicate CODE 9008, proceed with step 2. 2. Review the FAD, CWS/CMS and APPS. Determine if the overpayment is legitimate or invalid. <ol style="list-style-type: none"> a) LEGITIMATE OVERPAYMENT <ol style="list-style-type: none"> 1) Annotate the reason for the overpayment, situation or explanation on the FAD. 2) Fax the FAD, by 1:00 p.m., to the Eligibility Supervisor at Revenue Enhancement Special Operations, Overpayment Recovery Unit at (626) 858-0636. The Overpayment Recovery Unit shall initiate the

WHO	HOW
Support Staff	<ol style="list-style-type: none"> 1. Fax budget action FADs to the Revenue Enhancement Technical Assistant Lead ES and appropriate Special Operations ES by 9:00 a.m. 2. Fax case/client action FADs to the appropriate regional operations SAAMS Unit. <p>overpayment collection process.</p>

WHO	HOW
TA/EW	<ol style="list-style-type: none"> b) INVALID OVERPAYMENT <ol style="list-style-type: none"> 1) Data enter the corrective budget action necessary to eliminate the detected overpayment. Annotate the explanation on the FAD. 2) Fax the FAD, by 1:00 p.m., to the Eligibility Supervisor at Revenue Enhancement Special Operations, Overpayment Recovery Unit at (626) 858-0636. The Overpayment Recovery Unit shall take the appropriate action. 3. Forward the FAD indicating the explanation to the ES.
O/P Collection EW	<ol style="list-style-type: none"> 1. Receive the FADs annotated with the explanation and indicating the overpayment is legitimate or invalid. Review the explanation to determine if sufficient information is annotated. <ol style="list-style-type: none"> a) If sufficient information is annotated, proceed with step 2. b) If sufficient information is not annotated, deliver the FAD to the ES. <p>NOTE: The ES shall review the FAD and deliver it to their HSA I. The Special Operations HSA I shall forward the FAD to the appropriate regional HSA I.</p> 2. Access the APPS and the Automated Overpayment Collection Systems. 3. Review and reconcile the data on the computer systems with the

explanation on the FAD. **Determine** if the explanation is consistent with the data provided.

**O/P Collection
EW**

- a) If the FAD, APPS and the Automated Overpayment Collection System are consistent, **proceed** with step 4 or 5.
- b) If the FAD, APPS and the Automated Overpayment Collection System are not consistent, **submit** the FAD to the ES.

NOTE: The ES shall contact the appropriate ES or TA/EW to obtain consistent information and return the FAD to the O/P Collection EW. When the FAD is returned, **proceed** with step 4 or 5.

WHO	HOW
-----	-----

**O/P Collection
EW**

4. **INVALID OVERPAYMENT.** An invalid overpayment is caused by a budget coding error. All or part of the overpayment may be invalid.

a) **Review** the APPS and Automated Overpayment Collection System. **Determine** if the TA/EW's corrective budget action eliminated the overpayment on APPS.

1) If the corrective budget action eliminated or decreased the overpayment, **data enter** the O/P status code, appropriate adjustment code, and comments on the Automated Overpayment Collection System. If there is a legitimate partial overpayment remaining, **proceed** to step 5.

2) If the corrective budget action did not function or did not eliminate the overpayment, **submit** the FAD to the ES.

NOTE: The ES shall contact the appropriate ES or TA/EW to obtain corrective action and return the FAD to the Overpayment Unit EW.

5. **LEGITIMATE OVERPAYMENT.** If the overpayment is determined to be legitimate, **initiate** the collection process.

a) **Access** the APPS and Automated Overpayment Collection System and **enter** the O/P status code, adjustment and comments.

b) **Prepare** the invoice and notice. **Send** it to the caregiver.

c) **Set** a control for a 30 day response.

NOTE: The caregiver has 30 days to pay the overpayment, enter into a mutually agreed upon repayment plan or provide a written notice of dispute.

B. WHEN: THERE IS AN OVERPAYMENT FOR A FOSTER FAMILY HOME (FFH), RELATIVE HOME, NON-RELATED LEGAL

GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER

An overpayment is any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled. A provider is not entitled to aid where the provider did not care for the child in his or her home for the period of time for which he or she was paid.

WHO	HOW
O/P Collection EW	<ol style="list-style-type: none">1. An overpayment shall not be collected when any of the following conditions exist:<ol style="list-style-type: none">a) The child is temporarily absent from the provider's home and payment was made to the provider to meet the child's needs.b) The overpayment was exclusively the result of a Department administrative error.c) Neither the Department nor the provider was aware of the information that would establish that the child was not eligible for foster care benefits in the provider's home, or the provider did not have knowledge of, and did not contribute to, the cause of the overpayments.d) The cost of the collection exceeds the amount of the overpayment, i.e., costs which the county shall consider when determining the cost effectiveness to collect are total administrative and personnel costs, legal filing fees, investigative costs, and any other costs which are applicable.<p>NOTE: Regulations do not prevent counties from collecting an overpayment that results from the payment of aid paid pending.</p>2. If it is determined that an overpayment may be collected:<ol style="list-style-type: none">a) Determine from whom the overpayment may be recovered.<ol style="list-style-type: none">1) An overpayment shall only be collected from a provider who actually received the overpayment.

Overpayments shall not be collected from subsequent providers who provide care to a child for whom overpayment was assessed.

- 2) If the child for whom the overpayment was assessed is no longer in the home of the provider, grant adjustment and grant offset shall not be used to recover the amount of the overpayment. This applies even if the provider is caring for other foster care children.

WHO	HOW
O/P Collection EW	<p>b) Determine the appropriate recovery method and the amount to be recovered.</p> <p>NOTE: Overpayment recovery shall not be initiated when it has been more than a year since the initial determination of an overpayment. The initial determination of the overpayment may occur more than a year after the actual overpayment occurred and recovery shall be sought. The date of determination is controlling, not the date of the actual overpayment.</p> <p>3. Explain "voluntary grant offset" to the caregiver who is still providing foster care to the child for whom the overpayment is assessed. If the caregiver is willing to voluntarily repay the overpayment. Complete a written agreement with the caregiver indicating the amount of the overpayment and include the repayment schedule. Ensure the caregiver signs and dates the agreement.</p>
C. WHEN:	GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER RESPONDS TO AN OVERPAYMENT NOTICE WITH CASH, CHECK OR MONEY ORDER

Revenue Enhancement has a 'collections account' that provides timely deposits of collected revenue and eliminates the risk of loss of funds. This is an interdepartmental collaboration with the Treasurer-Tax Collector and Revenue Enhancement. This account is known as the "Sweep Account for Overpayment Collections."

WHO	HOW
Deposit EW	<p>1. Complete the payment control log. Annotate the cross-reference to the group home/FFH/relative/foster parent. Photocopy the check or money order.</p> <p>NOTE: It is illegal to photocopy cash. All cash transactions shall be witnessed and verified by staff with non-vested interest.</p> <p>Endorse, by stamping all checks and money orders immediately. If cash is received, ensure that a non-vested designated person witnesses the amount and receipt.</p>

WHO	HOW
Deposit EW	<p>3. Reconcile the payment control log with the cash, checks and/or money orders received.</p> <p>If the list and amounts are not reconciled, proceed with step 2 above until accountability is accomplished.</p> <p>4. Complete and photocopy the deposit permit. Deposit into the "Sweep" account the cash, checks and/or money orders at Bank of America, 2901 Eastland Center Drive, West Covina.</p> <p>NOTE: The "Sweep" account allows local deposits into the Treasurer-Tax Collector's main deposit account.</p> <p>5. Deliver one copy of the checks, deposit permits, and payment control log to the Reconciliation EW.</p> <p>6. Deliver one copy of the checks, supporting documents and payment control log to the Overpayment Recovery Unit Clerk.</p> <p>NOTE: The Unit Clerk will enter amounts on a cash register and post payments to the Automated Overpayment Collection System. The Unit Clerk will forward the copy of the checks, supporting documents and payment control log to the appropriate O/P Collection EW.</p>

- Reconciliation EW** 1. **Receive** a copy of the checks, deposit permits and Treasurer Tax Collector deposit confirmation.

NOTE: The Treasurer-Tax Collector will send the deposit confirmation to Revenue Enhancement monthly. This deposit confirmation is a record of the “Sweep” account activity.

2. **Reconcile** the deposit permits with the deposit confirmation.
- a) If the permits and confirmation are reconciled and accurate, **file** for record retention.
 - b) If the permits and confirmation are not reconciled or accurate, **notify** the Overpayment Recovery Unit ES.

WHO	HOW
Reconciliation EW	<p>3. Receive the Bank of America “Sweep” account monthly bank statement and DCFS Finance Section monthly report.</p> <p>4. Reconcile bank statement with reports.</p> <ul style="list-style-type: none"> a) If the bank statement and report are reconciled and accurate, file for record retention. b) If the bank statement and report are not reconciled and accurate, notify the Overpayment Recovery Unit ES.
Overpayment Recovery Unit ES	<p>1. Receive the monthly bank statement or reconciliation discrepancy statement.</p> <p>2. Research and investigate all discrepancies. If the discrepancy cannot be resolved within the bank statement period, continue to monitor the reconciliation. Report discrepancies to the HSA I.</p> <p>3. When the bank statement is reconciled, sign and date the</p>

reconciliation. **Ensure** that all appropriate approval level signatures are included.

4. **File** the bank statement reconciliation. **Retain** for record keeping as appropriate for an audit or no more than five years.

**Quality Assurance
ES**

1. **Conduct** a random sampling of all Overpayment Recover Unit activities.
2. **Complete** a report of the findings. **Deliver** the report to the HSA I.

D. WHEN: GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER RESPONDS TO AN OVERPAYMENT NOTICE WITH A WRITTEN REPAYMENT PLAN OR DISPUTE

WHO	HOW
O/P Collection EW	<ol style="list-style-type: none">1. When a mutually agreed upon repayment plan is received:<ol style="list-style-type: none">a) Access the Automated Overpayment Collection System and review the specific ledger and statement.

WHO	HOW
O/P Collection EW	<p>b) Enter the status, and comments.</p> <p>c) Set a control for the effective date of the first payment.</p> <p>NOTE: If the group home or FFA is not paying according to the agreement, contact the HSA I to determine if a written dispute was received by the Division Chief. If there is no written dispute, proceed with an administrative hold.</p> <p>2. When a written dispute is received:</p> <p>a) Access the Automated Overpayment Collection System and enter the status, and comments.</p> <p>b) Obtain the supporting documentation.</p> <p>c) Send the written dispute, response and supporting documentation to the ES for review.</p> <p>NOTE: The ES shall forward the response to the HSA III/Division Chief for approval. The Division Chief will provide a final written response to the dispute within 30 days. If the provider disagrees with the response, the provider may submit a written appeal to the Department Director. The Department Director will provide a written response to the appeal within 30 days.</p> <p>d) Ensure that all overpayment collection activity is suspended until the appeal/dispute process is completed.</p>
E.	<p>WHEN: NO RESPONSE IS RECEIVED FROM A GROUP HOME, FOSTER FAMILY HOME, RELATIVE HOME, FOSTER PARENT, NON-RELATED LEGAL GUARDIAN OR NON-RELATED EXTENDED FAMILY MEMBER</p>

WHO	HOW
O/P Collection EW	<p>1. At the control date, if the provider does not return the overpayment, enter into a mutually agreed-upon repayment plan, or provide a written dispute:</p>

	2. Call the agency in an attempt to resolve payment issue.
WHO	HOW
O/P Collection EW	<p>3. If payment issue is not resolved, prepare a recommendation to place the home on "Do Not Refer."</p> <p>4. Submit to the HSA I/III for approval process to the Director of DCFS.</p> <p>5. Once approved, complete a letter of notification specifically addressed to the agency stating that the group home/FFA will be placed on "Do Not Refer" status in 24 hours. Fax the notification to the group home/FFA.</p> <p>a) If the group home/FFA submits payment within 24-hours, update the Automated Overpayment Collection System. Refer to Section B or C above.</p> <p>b) If there is no response after 24-hours from the group home/FFA, deliver a photocopy of the "Do Not Refer" notification to the Resource Management Unit.</p> <p>NOTE: When the entire overpayment or agreed upon payments are received, the group home/FFA shall be removed from the "Do Not Refer" status.</p>
Overpayment Recovery Unit ES	<p>1. Receive confirmation that the group home/FFA is placed on "Do Not Refer" status.</p> <p>2. Update the list of group homes/FFAs that are on administrative hold as a result of an outstanding overpayment.</p> <p>3. Deliver the list to the HSA I on a weekly basis.</p> <p>4. Send a confirmation photocopy to:</p> <p>a) HSA I</p> <p>b) HSA III</p> <p>c) Division Chief</p> <p>d) Probation Department Placement Section, if the group</p>

home/FFA is a Probation facility.

5. **Download** the APPS budget actions on a weekly basis. **Prepare** the following weekly reports. **Submit** the reports to the HSA I.

WHO	HOW
Overpayment Recovery Unit ES	a) Overpayment Collections Activity
	b) Homes on Administrative “Do Not Refer” Hold
	c) FAD Exception Distribution
	d) Overpayment Invoices created/initiated
	e) Account Receivable by GroupHome/FFA
	6. Upload the monthly overpayment activity. Prepare the overpayment processing monthly management report. Submit to the HSA I. Include the number of:
	a) Legitimate overpayments
	b) Invalid overpayments
	c) Resolved overpayments
	d) Collected overpayments
	e) Total amount of overpayments
	7. Prepare ‘ad hoc’ reports as needed.
	8. Review dispute response letters. Control the signed dispute letters for appropriate action.
	9. Prepare a monthly list of “write-offs.” Include on the list accounts determined as:
	a) Not administratively feasible to collect

b) No authority for collection. (i.e., foster parents and relatives prior to January, 1999)

10. **Send** the list to the Treasure-Tax Collector for approval.

NOTE: In the event that a refund must be made, a "Trust Warrant Requisition" is completed and sent to the General Claims Section at the Hall of Administration for reimbursement to the caregiver.